

Australian Government
Department of Education

Work Order

Analysis of submissions on priorities for the Australian Universities Accord

Authority and Context

This Work Order is issued by the Commonwealth of Australia as represented by the Department of Education (Agency) to Nous Group Pty Ltd ABN 66 086 210 344 (Panel Member) in accordance with clauses 4.2 and 5 of the Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed).

In accordance with clause 5 of the Deed, this Work Order, once executed by both parties, is a separate and independent Contract formed between the Agency and the Panel Member. This contract will comprise:

the Work Order, including details of the services to be provided; any Special Conditions, as outlined in the Work Order; the terms and conditions contained in Schedule 4 [Contract Supply Terms] of the Deed; and clauses 6.1 [Maximum Rates] and 7.3 [Insurance Requirements] of the Deed.

Unless the context otherwise provides, defined terms used in this Work Order have the same meaning as given in Schedule 4 [Contract Supply Terms] of the Deed.

GOVERNANCE

1	Project Title	Analysis of submissions on priorities for the Australian Universities Accord Page 2	
2	AusTender notifications:		
	Procurement Title:	RFQ for Analysis of submissions on priorities for the Australian Universities Accord	
	Standing Offer Notice:	SON3352211	
3	Agency Details	Department of Education	
4	Agency's Project Manager (and Contact Officer for receipt of notices)	Name:	s 22(1)
		Position:	s 22(1)
		Postal Address:	Level 7, 50 Marcus Clarke St Canberra ACT 2601
		Phone Number:	s 22(1)
		Email Address:	s 22(1)
5	Panel Member's Full Name	Nous Group Pty Ltd	
6	Service category Panel Member appointed through	1. Research Services 2. Evaluation Services 3. Data Analysis Services 4. Operational Support Services — Human Research Ethics Committees 5. Operational Support Services — Data Management 6. Operational Support Services — Editorial and Writing 7. Operational Support Services — Quality Assurance and Peer Review 8. User-Centred Design Services — for research services	
7	Panel Member's project manager (and Contact Officer for receipt of notices)	Name:	s 47F(1)
		Position:	Senior Consultant
		Postal Address:	Level 9, 121 Marcus Clarke St Canberra ACT 2601. Australia
		Phone Number:	s 47F(1)
		Email Address:	s 47F(1)
8	Insurances	Panel Members are required to provide certificates of currency for all of their Insurance Policies at the time of signing the Work Order.	
9	Additional Project Specific Insurance Requirements	N/A	

SUMMARY OF TIMEFRAMES AND PROJECT COSTS

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Note: All payments are subject to the terms and conditions set out in the Contract Supply Terms under the RES Panel Deed.

10 a	Term of Work Order	Date of Work Order:	3 January 2023
		Commencement date:	4 January 2023
		Completion date:	31 January 2023
10b	Work Order Periods of Extension	Extension period	One month, subject to delegate approval
11	Work Order Amount	Total project components (ex GST):	\$44,750
		Total other expenses (ex GST):	\$0
		Work Order total (ex GST):	\$44,750
		Work Order total (inc. GST):	\$49,225
12	Panel Member's nominated account for EFT payment by the Agency	Bank:	s 47G(1)(a)
		Account Name:	Nous Group Pty Ltd
		BSB:	s 47G(1)(a)
		Account Number:	s 47G(1)(a)

SUMMARY OF SERVICES

Note: All Services must be provided in accordance with the terms and conditions set out in under the RES Panel Deed.

13	Services to be provided:	A description of the agreed services to be provided is at Attachment A: Scope of Services.
14	Deliverables to be provided:	A full description of the delivery schedule is included in the Attachment A: Scope of Services and reflected in the agreed Deliverables and Payment Schedule table in this Work Order.
15	Methodology	A description of the methodology is contained in Attachment A: Scope of Services.
16	Additional Specific Requirements as per the RFQ for this project:	Final reports and other documents produced as final deliverables for the project will need to meet the set of online standards set out in the Web Content Accessibility Guidelines (WCAG 2.0). This will ensure the report and documents are accessible to users of all abilities.
17	Special Conditions as per the RFQ for this project:	N/A

PROJECT PERSONNEL

NOTE: All Panel Members' Key Personnel are listed in their Deed of Standing Offer, while Specified Personnel are not.

18	Name of Key Personnel	Proposed roles and responsibilities:
	s 47F(1)	Project Director

	s 47F(1)	Project Manager	Page 4
19	Name of Specified Personnel	Proposed roles and responsibilities:	
	s 47F(1)	Project Consultant	
		Project Consultant	
20	Subcontractor(s), including details of the work to be performed by subcontractor NOTE: All pre-approved subcontractors for Panel Members are listed in the Deed of Standing Offer. For any subcontractors listed below that are <u>not</u> listed in the Deed of Standing Offer the Agency may require the Panel Member to provide financial and credentials information of those subcontractors for approval prior to them commencing any work.		
	Name of Subcontractors:	Proposed roles and responsibilities in relation to the project:	
	N/A	N/A	
PROJECT MATERIALS			
Note: Please refer to the Deed of Standing Offer, noting in particular Agency and Panel requirements under Schedule 4 of the Deed of Standing Offer.			
21	Agency Material (for this project) Note: See Clause 5.1 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Material.		
	Description of Agency Material to be provided /made available to the Panel Member	Written submissions received through priority submissions process and related documentation	
	Conditions or restrictions on use of Agency Material	As per Deed of Standing Offer.	
22	Contract Material (for this project) Note: See Clause 5.2 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Contract Material.		
	Description of Material	Consultation report including relevant graphics, Index of submissions	
	Description of restrictions on the use of Contract Material	As per Deed of Standing Offer.	
23	Agency Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Confidential Information.		
	Description of Agency Confidential Information	All Agency material and data provided to the supplier for the purpose of analysis and development of the consultation is to be considered confidential as per the terms of the Deed of Standing Offer. This includes written submissions authored by stakeholders provided for the purpose of thematic analysis.	
	Period of confidentiality	Ongoing	
	NOTE: For every new work order under the RES Panel, the selected panel member's staff are required to sign Attachment C: Deed of Confidentiality.		
24	Panel Member Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Panel Member Confidential Information.		
	Description of Panel Member Confidential Information	N/A	

		Period of confidentiality	N/A				Page 5
25	Agency Data (for this project and additional to that listed in the Deed of Standing Offer) Note: See Clause 7 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.						
	Description of Agency Data		Written submissions from stakeholders on their priorities for the Accord process				
	Authorisations required to use Agency Data		As per Deed of Standing Offer.				
26	Security Requirements (for this project and additional to that listed in the Deed of Standing Offer) NOTE: See clauses 7 and 8 (Schedule 4) of the Work Order Contract Supply Terms under the Deed.						
	Description of security requirements		As per Deed of Standing Offer.				
	Costs associated with implementing security requirements		N/A.				
27 ;	<u>DELIVERABLES PAYMENT TABLE</u>						
Milestones		Project component description	Quantity	Cost per unit GST ex.	Total GST ex.	Total GST inc.	
Completion		Delivery of final report and index of submissions	1	\$ 44,750	\$ 44,750	\$ 49,225	
Project component cost TOTAL				Ex. GS \$ 44,750	GST \$ 4,475	Inc. GS \$ 49,225	
OTHER EXPENSES These expenses are to be invoiced separately and reimbursed on production of appropriate receipts. See note below.							
Item description			Quantity	Cost/unit ex. GST	Total ex. GST	Total inc. GST	
				N/	N/		
				Ex. GS	GS	Inc. GS	
ther expenses TOTAL			N/A		N/A		
GRAND TOTAL							
Total value of project				Ex. GST	GST	Inc. GST	
	Project components			\$44,750	\$4,475	\$49,225	
	Other expenses			N/A	N/A	N/A	
	WORK ORDER TOTAL			\$44,750	\$4,475	\$49,225	

Payment Schedule

The table below sets out the schedule for payments and the due dates. These payment amounts should be made up of project components only, not other expenses such as travel costs. If a portion of a component is

not delivered e.g. smaller number of interviews or workshops conducted, then the component payment will be altered to reflect the actual quantities delivered.

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Other expenses are to be invoiced separately with the relevant receipts.

KEY PAYMENT SCHEDULE					
<i>Milestone payments are made up of project components only. Other expenses are to be invoiced separately. See notes for information about the requirements for issuing a valid tax invoice.</i>					
28	Milestone	Due date	Ex. GST	GST	Inc. GST
	Delivery of final report and index of submissions	Upon receipt of deliverables	\$ 44,750	\$4,475	\$ 49,225

Notes

Changes to Work Order

Minor changes to the Work Order may be made if agreed in writing between the Panel Member and the Agency. Major changes to the scope or methodology, payments or end date must be made through an agreed Work Order Variation.

Additional/optional items

Any additional/optional items included in the quote must be negotiated before the Work Order is finalised and included as appropriate with the relevant conditions for approval and payment.

Invoicing requirements

A single correctly rendered invoice must be provided for each individual milestone payment, expense payment etc. Invoices with more than one item to be paid (e.g. 2 milestones or a combined milestone and expense payment) will not be able to be processed and will be returned for resubmission.

A valid correctly rendered tax invoice between the Panel Member and the Agency must contain the following:

- the words "tax invoice" stated prominently;
- the Panel Member's name and Australian Business Number (ABN);
- the Agency's name and address;
- the date of issue of the tax invoice;
- the title of the Work Order, the Work Order number and Purchase Order Number;
- details of fees, allowances and costs properly payable under this Work Order including the items (i.e. deliverables or milestones) to which they relate;
- the total amount payable (including GST); and
- the GST amount shown separately,

Any invoices that do not comply with the above will not be able to be processed and will be returned for correction.

Other expenses

- All 'other expenses' must be included in the above table. Funds budgeted and approved against specific line items cannot be moved to other items without agreement in writing. Funds expended above the accepted budget and line item will not be reimbursed.
- All approved 'other expenses' are to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed. Invoices must be clearly itemised including specific quantities of items delivered where appropriate.

Where Panel Members are required to travel on behalf of the Agency, the following travel payments and processes will apply. Travel will only be reimbursed where agreed in writing with the Agency, in advance of the travel,

- All travel will be conducted in line with the department's travel policy for non-SES employee travel (Attachment C) that includes economy airfares only at the lowest practical airfare for the day and non-SES travel rates for all meals, accommodation and incidental expenses. Expenses outside the non-SES rates will not be paid and will be responsibility of the Panel Member. • All approved travel is to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed.
- Disallowable expenses — the following will not be reimbursed:
 - Non-business-related items (such as personal phone calls, mini-bar expenses, laundry costs, etc.)
 - Accommodation costs that have been met by another person or entity -
 - Meal costs:
 - o Where meals are provided at an event being attended o That have been met by another person or entity o Where accommodation or travel costs include meals (even if the meals are sourced elsewhere due to personal preference) o Alcoholic beverages of any type
 - Airport lounge membership or passes
 - o Excess baggage, unless specifically approved by the department -
 - Accompanied travel
 - Compensation for non-commercial accommodation such as staying with a family member or friend.

• Travel rates not covered by Attachment C will be provided to the Panel Member by the Agency at the time of agreeing travel.

EXECUTION OF THE WORK ORDER:

Executed as a contract.

s 22(1)

Signed for and on behalf the

Commonwealth of Australia as represented by the Department of Education by its duly authorised representative in the presence

of s 22(1)

Signature of representative

s 22(1)

s 22(1)

Signature of witness

s 22(1)

Name of representative (print)

s 22(1)

s 22(1)

Name of witness (print)

Position of representative (print)

/ Z-ZS

Date

Signed for Nous Group Pty Ltd by its duly authorised representative in the presence of
 s 47F(1) ← s 47F(1) Signature of representative
 ← s 47F(1) representative
 Signature of witness
 s 47F(1)
 Name of witness (print)
 04/01/2023
 Attachment A: Scope of Services
 Date
 Name of representative (print)
 Principal
 Position of representative (print)

Analysis of submissions on priorities for the Australian Universities Accord

This document sets out the deliverables that will be provided by Nous Group under the Analysis of submissions on priorities for the Australian Universities Accord Request for Quote.

Background

On 16 November 2022, the Hon Jason Clare MP, Minister for Education, launched the Australian Universities Accord, a review of Australia's higher education system (the Review).

Consultation has commenced, with Professor Mary O'Kane AC, Panel Chair, inviting stakeholders to identify via written submission the priority issues they consider the Review process should address. Submissions were received between 24 November and 19 December 2022. This is one of many consultation and engagement processes that the Panel will be undertaking over the course of the Review.

Terms of Reference

Terms of Reference for the Review are broad, addressing:

1. Meeting Australia's knowledge and skills needs, now and in the future
2. Access and opportunity
3. Investment and affordability
4. Governance, accountability and community
5. The connection between the vocational education and training and higher education systems
6. Quality and sustainability
7. Delivering new knowledge, innovation and capability

Project Objective/s

The purpose of this project is to understand stakeholders' feedback on priority issues for the Review,

This project will

1. Explore stakeholder's priority issues for the Accord by analysing public submissions.
2. Deliver a consultation report to the department by 24 January 2023, which targets the Review Panel as its primary audience but is also suitable for public release if the department and/or Review Panel so desires to publish part or all of the report.
3. Identify and summarise key findings from analysis of submissions in the consultation report, which should include:
 - Key themes from all submissions
 - Cohort-specific insights
 - Charts, graphs and other visual representations of findings as relevant.

Services to be provided and methodology

The services to be provided are

- Thematic analysis of written submissions to identify stakeholder's priority issues.
- Delivery of a consultation report to the Department by 24 January 2023, which should (at minimum):
 - o Outline key themes identified through analysis of submissions
 - o Identify and summarise key findings from analysis of submissions, including:
 - Key themes across all submissions
 - Cohort-specific insights
 - o Include charts, graphs and other visual representations of findings as relevant
 - o Target the Accord Expert Panel as its primary audience, but also be suitable in part or all for public release if the Department and/or Accord Expert Panel so desires.
 - Maintain a record of the key themes each submission is coded against and provide to the Department in a mutually agreed format (an 'index of submissions') by 24 January 2023. The purpose of this record is so the Department can identify submissions related to each key theme.
- Regular communication with the department and reporting where required. This includes at minimum a project inception meeting and one progress meeting on 16 January (or another mutually agreed date).

All design files including graphs, charts and infographics, and reports, summaries and other assets developed throughout the duration of this contract will be owned by the Department, and are able to be used at the Department's discretion, for work beyond this contract. These items are to be provided on request, and packaged up and delivered to the Department at the end of the contract.

The department may provide to the Panel Member Departmental Material. The Panel Member must ensure that the Departmental Material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the department.

All publishable deliverables will need to meet WCAG 2.0 guidelines.

Methodology

The supplier will use a combination of thematic and matrix analysis in order to identify emerging themes and priorities and tease out relationships and links between variables and concepts. This will allow priority areas to be quantified and ranked by frequency and respondent cohort.

The supplier will complement this analysis with automated text analysis using R and NVivo software.

Key Deliverables

The key deliverable/s for this project include:

1. Progress meeting (on 16 January 2023 or otherwise agreed date) including overview of work completed to date, preliminary findings and outlining plans for the report.
1. Consultation report of 20-30 pages in length identifying and summarising key findings from analysis of submissions, including key themes across all submissions, cohort-specific insights, and charts, graphs and other visual representations of findings as relevant.
2. Index of submissions recording the key themes each submission is coded against, provided to the Department in a mutually agreed format

Note: all publishable deliverables will need to meet WCAG 2.0 guidelines.

Milestones	Project component description	Due date
Progress meeting	Progress meeting including overview of work completed to date, preliminary findings and outlining plans for the report.	16 January 2023
Completion	Delivery of 20-30 page final report, which synthesise complex topics into highly readable insights and form a robust evidence base of the key priorities for stakeholders for the review. Delivery of matrix/index of submissions which will code the key themes in each submission to allow for easy retrieval of quotes and stakeholder's views.	24 January 2023

Overview of Payments Schedule

Milestones	Project component description	Due date	Total GST ex.	Total GST inc.

Completion	Delivery of final report and index of submissions	24 January 2023	\$44,750	\$49,225
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Attachment B: Deed of confidentiality template

Attachment B

Australian Government
Department of Education

DEED OF CONFIDENTIALITY

THIS DEED OF CONFIDENTIALITY is made on the day of.....2023

by _____ (Hereinafter called "the Confidant")

WHEREAS:

- A. The Confidant is an employee or subcontractor of Nous Group ("the Contractor").
- B. The Contractor has entered into a Contract with the Commonwealth of Australia ('the Commonwealth') for Analysis of submissions on priorities for the Australian Universities Accord ("the Services").
- C. For the purposes of carrying out the Services, the Contractor and the Confidant may have access to certain Confidential Information.
- D. The Contractor has undertaken that it will not disclose the Commonwealth's Confidential Information without the prior permission of the Commonwealth.
- E. The Commonwealth has required the Contractor to obtain from its employees and employees of its subcontractors engaged in the performance of the Services a written undertaking relating to the non-disclosure of confidential information.

The Confidant covenants as follows:

- 1) In this Deed "Confidential Information" includes information that:
 - a) is by its nature confidential;

- b) is "Our Confidential Information" and/or "Personal Information" as defined in the contract between the Commonwealth and the Contractor for the Services;
 - c) is designated by the Commonwealth, other than in this Deed, as confidential;
 - d) the Confidant knows or ought to know is confidential; and
- 2) The Confidant undertakes to keep secret and protect and preserve the confidential nature and secrecy of all Confidential Information. In particular the Confidant shall not, without the prior written approval of the Commonwealth, use, copy, access, modify or disclose to any person other than the Commonwealth, any Confidential Information relating to the Services, except as provided for by this Deed. In giving written approval the Commonwealth may impose such terms and conditions as it thinks fit.
- 3) Clause 2 does not prevent the Confidant from disclosing Confidential Information which is:
- a) already known by the Confidant, with no obligation of confidentiality, prior to the disclosure thereof.
 - b) publicly known or becomes publicly known not due to any unauthorised act of the Confidant.
 - c) rightfully received from a third party.
 - d) independently developed by the Confidant without use of the Commonwealth's Confidential Information; or
 - e) required to be disclosed pursuant to a legal requirement provided that the Confidant gives the Commonwealth written notice of such requirement prior to any disclosure.
- 4) The Confidant shall use, access, modify, disclose or retain the Confidential Information only for the purpose of the performance of the Services as contemplated by the Commonwealth. The Confidant shall not disclose the Confidential Information to the Contractor or any subcontractor, employee, servant or agent of the Contractor except on a need-to-know basis for the purpose of performing the Services.
- 5) Upon termination of the Contract or upon the request of the Commonwealth, the Confidant shall return all copies of the Confidential Information, including any Confidential Information stored or contained in computer readable form, to the Commonwealth, or certify in writing that all copies of the Confidential Information have been destroyed.
- 6) The Confidant must keep the Commonwealth indemnified against any and all losses, costs, damages, expenses, claims or actions inclusive of all reasonable legal fees and disbursements incurred or sustained by the Commonwealth as a result of or arising out of any breach of an obligation of the Confidant pursuant to this Deed or any other person who has access to the Confidential Information through the Confidant.
- 7) The Confidant acknowledges that the publication or communication of any fact or document which has come to the Confidant's knowledge or into the Confidant's possession or custody by virtue of the performance of the Services (other than to the

person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under section 70 of the Crimes Act 1914. Such an offence attracts substantial penalties, including imprisonment.

- 8) The Confidant acknowledges that a breach of this Deed may cause irreparable harm to the Commonwealth for which monetary damages may not be an adequate remedy. Accordingly, in addition to other remedies that may be available, the Commonwealth may seek and obtain injunctive relief against such a breach or threatened breach.
- 9) The Confidant remains bound by this Deed notwithstanding the termination of the Contract between the Contractor and the Commonwealth or the termination of the employment or subcontracting arrangement between the Contractor and the Confidant.

IN WITNESS WHEREOF this Deed has been duly executed on the date first mentioned above:

SIGNED SEALED AND DELIVERED

by.....

(printed name)

.....

(signature)

in the presence of:

.....

(printed name)

.....

(signature)

Attachment C: Non-SES Travel Rates

Overview

The department obtains its travel rates from the Australian Tax Office (ATO). The ATO reviews the domestic travel and related allowance amounts for public officers each year. The below rates were updated as per the 2022-23 ATO travel rates.

Meals and incidentals rates (daily cap)

Classification	Breakfast \$	Lunch	Dinner	Incidentals \$	Subtotal \$	Accommodation	Daily cap
APS - ELI salary \$133,450 and below ATO Table 1	\$29.90	\$33.65	\$57.30	\$21.30	\$142.15	See tables below	Sub-total + accommodation

Meal and incidental entitlements for travel involving overnight stays (daily cap)

Time of departure	Classification	Day of departure		Day of return and full days	
Before 7am	APS-ELI		\$142.15		\$21.30
After 7am	APS-ELI	L, D I	\$112.25		\$51.20
After 1pm	APS-ELI		\$78.60		\$84.85
After 7pm	APS-ELI		\$21.30	B, L D I	\$142.15

Key: B = breakfast L = lunch D = dinner I = incidentals

Capital cities accommodation rates per night

Location	Per night rates for APS. ELI (salary \$133,450 and below) - ATO Table 1

Adelaide	157
Brisbane	175
Canberra	168
Darwin	220
Hobart	147
Melbourne	173
Perth	180
Sydney	198



Work Order – ESE23/7072

Analysis of Submissions to the Australian Universities Accord Discussion Paper

Authority and Context

This Work Order is issued by the Commonwealth of Australia as represented by the **Department of Education (Agency)** to **Nous Group Pty Ltd (ABN:66 086 210 344) (Panel Member)** in accordance with clauses 4.2 and 5 of the *Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed)*.

In accordance with clause 5 of the Deed, this Work Order, once executed by both parties, is a separate and independent Contract formed between the Agency and the Panel Member. This contract will comprise:

the Work Order, including details of the services to be provided;

any Special Conditions, as outlined in the Work Order;

the terms and conditions contained in Schedule 4 [Contract Supply Terms] of the Deed; and
clauses 6.1 [Maximum Rates] and 7.3 [Insurance Requirements] of the Deed.

Unless the context otherwise provides, defined terms used in this Work Order have the same meaning as given in Schedule 4 [Contract Supply Terms] of the Deed.

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
Statement of Requirements

GOVERNANCE			
1	Project Title	Analysis of Submissions to the Australian Universities Accord Discussion Paper	
2	AusTender notifications:		
	Procurement Title:	RFQ for ESE23/7072	
	Standing Offer Notice:	SON3352211	
3	Agency Details	Department of Education	
4	Agency's Project Manager (and Contact Officer for receipt of notices)	Name:	s 22(1)
		Position:	s 22(1)
		Postal Address:	Level 7, 50 Marcus Clarke Street, Canberra, ACT, 2601
		Phone Number:	s 22(1)
		Email Address:	s 22(1)
5	Panel Member's Full Name	Nous Group Pty Ltd	
6	Service category Panel Member appointed through	1. Research Services ☐ 2. Evaluation Services ☐ 3. Data Analysis Services ☒ 4. Operational Support Services – Human Research Ethics Committees ☐ 5. Operational Support Services – Data Management ☐ 6. Operational Support Services – Editorial and Writing ☐ 7. Operational Support Services – Quality Assurance and Peer Review ☐ 8. User-Centred Design Services – for research services ☐	
7	Panel Member's project manager (and Contact Officer for receipt of notices)	Name:	s 47F(1)
		Position:	Project Manager
		Postal Address:	Level 19, 567 Collins Street, Melbourne VIC 3000
		Phone Number:	s 47F(1)
		Email Address:	s 47F(1)
8	Insurances	Panel Members are required to provide certificates of currency for all of their Insurance Policies at the time of signing the Work Order.	
9	Additional Project Specific Insurance Requirements	N/A	

SUMMARY OF TIMEFRAMES AND PROJECT COSTS

Note: All payments are subject to the terms and conditions set out in the Contract Supply Terms under the RES Panel Deed.

		Date of Work Order:	Thursday 6 April 2023
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RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
Statement of Requirements

10 a	Term of Work Order	Commencement date:	Tuesday 4 April 2023
		Completion date:	Friday 26 May 2023
10 b	Work Order Periods of Extension	Extension period	N/A
11	Work Order Amount	Total project components (ex GST):	\$115,000
		Total other expenses (ex GST):	\$0
		Work Order total (ex GST):	\$115,000
		Work Order total (inc. GST):	\$126,500
12	Panel Member's nominated account for EFT payment by the Agency	Bank:	s 47G(1)(a)
		Account Name:	Nous Group Pty Ltd
		BSB:	s 47G(1)(a)
		Account Number:	s 47G(1)(a)

SUMMARY OF SERVICES

Note: All Services must be provided in accordance with the terms and conditions set out in under the RES Panel Deed.

13	Services to be provided:	A description of the agreed services to be provided is at Attachment A: Scope of Services . Further information about the required services is contained in Attachment B: RFQ and Statement of Requirement .
14	Deliverables to be provided:	A full description of the delivery schedule is included in the Attachment A: Scope of Services and reflected in the agreed Deliverables and Payment Schedule table in this Work Order.
15	Methodology	A description of the methodology is contained in Attachment A: Scope of Services . Further information about the methodology is available in Attachment B: RFQ and Statement of Requirements .
16	Additional Specific Requirements as per the RFQ for this project:	Final reports and other documents produced as final deliverables for the project will need to meet the set of online standards set out in the Web Content Accessibility Guidelines (WCAG 2.0). This will ensure the report and documents are accessible to users of all abilities.
17	Special Conditions as per the RFQ for this project:	N/A

PROJECT PERSONNEL

NOTE: All Panel Members' Key Personnel are listed in their Deed of Standing Offer, while Specified Personnel are not.

18	Name of Key Personnel s 47F(1)	Proposed roles and responsibilities:
		Project Director
		Project Manager
		Expert Advisor

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
Statement of Requirements

19	Name of Specified Personnel	Proposed roles and responsibilities:
	TBC	Data Scientist
	s 47F(1)	Project Consultant
		Project Consultant
		Project Support
20	Subcontractor(s), including details of the work to be performed by subcontractor <i>NOTE: All pre-approved subcontractors for Panel Members are listed in the Deed of Standing Offer. For any subcontractors listed below that <u>are not</u> listed in the Deed of Standing Offer the Agency may require the Panel Member to provide financial and credentials information of those subcontractors for approval prior to them commencing any work.</i>	
	Name of Subcontractors:	Proposed roles and responsibilities in relation to the project:
	N/A	N/A

PROJECT MATERIALS

Note: Please refer to the Deed of Standing Offer, noting in particular Agency and Panel requirements under Schedule 4 of the Deed of Standing Offer.

21	Agency Material (for this project) <i>Note: See Clause 5.1 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Material.</i>	
	Description of Agency Material to be provided /made available to the Panel Member	Written submissions received through discussion paper submissions process, and related documentation.
	Conditions or restrictions on use of Agency Material	As per Deed of Standing Offer.
22	Contract Material (for this project) <i>Note: See Clause 5.2 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Contract Material.</i>	
	Description of Material	Brief report detailing initial quantitative analysis; draft consultation report; final consultation report; and, index of submissions.
	Description of restrictions on the use of Contract Material	As per Deed of Standing Offer.
23	Agency Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Confidential Information.</i>	
	Description of Agency Confidential Information	All Agency material and data provided to the supplier for the purpose of analysis and development of the consultation is to be considered confidential as per the terms of the Deed of Standing Offer. This submissions authored by stakeholders provided for the purpose of thematic analysis.
	Period of confidentiality	Ongoing
	<i>NOTE: For every new work order under the RES Panel, the selected panel member's staff are required to sign Attachment C: Deed of Confidentiality.</i>	
24	Panel Member Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Panel Member Confidential Information.</i>	

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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	Description of Panel Member Confidential Information	N/A
	Period of confidentiality	N/A
25	Agency Data (for this project and additional to that listed in the Deed of Standing Offer) <i>Note: See Clause 7 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Agency Data	Written submissions received through discussion paper submissions process.
	Authorisations required to use Agency Data	As per Deed of Standing Offer.
26	Security Requirements (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See clauses 7 and 8 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of security requirements	As per Deed of Standing Offer.
	Costs associated with implementing security requirements	N/A.

27	DELIVERABLES PAYMENT TABLE					
Milestones		Project component description	Quantity	Cost per unit GST ex.	Total GST ex.	Total GST inc.
Completion	Stage 1: Rapid Analysis		1	\$ 81,800	\$ 81,800	\$ 89,980
	Stage 2: Quality Reporting		1	\$ 33,200	\$ 33,200	\$ 36,520
Project component cost TOTAL				Ex. GST \$ 115,000	GST \$ 11,500	Inc. GST \$ 126,500
OTHER EXPENSES <i>These expenses are to be invoiced separately and reimbursed on production of appropriate receipts.</i> See note below.						
Item description		Quantity	Cost/unit ex. GST	Total ex. GST	Total inc. GST	
			N/A	N/A	N/A	
			Ex. GST	GST	Inc. GST	
Other expenses TOTAL			N/A	N/A	N/A	
GRAND TOTAL						
Total value of project			Ex. GST	GST	Inc. GST	
	Project components		\$115,000	\$11,500	\$126,500	
	Other expenses		N/A	N/A	N/A	
	WORK ORDER TOTAL		\$115,000	\$11,500	\$126,500	

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Payment Schedule

The table below sets out the schedule for payments and the due dates. These payment amounts should be made up of project components only, not other expenses such as travel costs. If a portion of a component is not delivered e.g. smaller number of interviews or workshops conducted, then the component payment will be altered to reflect the actual quantities delivered.

Other expenses are to be invoiced separately with the relevant receipts.

KEY PAYMENT SCHEDULE					
<i>Milestone payments are made up of project components only. Other expenses are to be invoiced separately. See notes for information about the requirements for issuing a valid tax invoice.</i>					
28	Milestone	Due date	Ex. GST	GST	Inc. GST
	Stage 1: Rapid Analysis	29 April 2023	\$ 81,800	\$ 8,180	\$ 89,980
	Stage 2: Quality Reporting	26 May 2023	\$ 33,200	\$ 3,320	\$ 36,520

Notes

Changes to Work Order

Minor changes to the Work Order may be made if agreed in writing between the Panel Member and the Agency. Major changes to the scope or methodology, payments or end date must be made through an agreed Work Order Variation.

Additional/optional items

Any additional/optional items included in the quote must be negotiated before the Work Order is finalised and included as appropriate with the relevant conditions for approval and payment.

Invoicing requirements

A single correctly rendered invoice must be provided for each individual milestone payment, expense payment etc. Invoices with more than one item to be paid (e.g. 2 milestones or a combined milestone and expense payment) will not be able to be processed and will be returned for resubmission.

A valid correctly rendered tax invoice between the Panel Member and the Agency must contain the following:

- the words "tax invoice" stated prominently;
- the Panel Member's name and Australian Business Number (ABN);
- the Agency's name and address;
- the date of issue of the tax invoice;
- the title of the Work Order, the Work Order number and Purchase Order Number;
- details of fees, allowances and costs properly payable under this Work Order including the items (i.e. deliverables or milestones) to which they relate;
- the total amount payable (including GST); and
- the GST amount shown separately.

Any invoices that do not comply with the above will not be able to be processed and will be returned for correction.

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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Other expenses

- All 'other expenses' must be included in the above table. Funds budgeted and approved against specific line items cannot be moved to other items without agreement in writing. Funds expended above the accepted budget and line item will not be reimbursed.
- All approved 'other expenses' are to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed. Invoices must be clearly itemised including specific quantities of items delivered where appropriate.

Travel

Where Panel Members are required to travel on behalf of the Agency, the following travel payments and processes will apply.

- All travel will be conducted in line with the department's travel policy for non-SES employee travel (**Attachment D**) that includes economy airfares only at the lowest practical airfare for the day and non-SES travel rates for all meals, accommodation and incidental expenses. Expenses outside the non-SES rates will not be paid and will be responsibility of the Panel Member.
- All approved travel is to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed.
- Disallowable expenses – the following will not be reimbursed:
 - Non-business-related items (such as personal phone calls, mini-bar expenses, laundry costs, etc.)
 - Accommodation costs that have been met by another person or entity
 - Meal costs:
 - o Where meals are provided at an event being attended
 - o That have been met by another person or entity
 - o Where accommodation or travel costs include meals (even if the meals are sourced elsewhere due to personal preference)
 - o Alcoholic beverages of any type
 - Airport lounge membership or passes
 - Excess baggage, unless specifically approved by the department
 - Accompanied travel
 - Compensation for non-commercial accommodation such as staying with a family member or friend.

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
Statement of Requirements

EXECUTION OF THE WORK ORDER:

Executed as a contract.

s 22(1)

Signed for and on behalf the
Commonwealth of Australia as represented
by the Department of Education by its duly
authorised representative in the presence
of s 22(1)

Signature of representative

s 22(1)

Signature of witness

s 22(1)

Name of representative (print)

s 22(1)

Name of witness (print)

Position of representative (print)

13/04/23
Date

Signed for Nous Group Pty Ltd by its duly
authorised representative in the presence
of

s 47F(1)

Signature of representative

s 47F(1)

Signature of witness

s 47F(1)

Name of representative (print)

Principal

Name of witness (print)

Position of representative (print)

12/04/2023

Date

Attachment A: Scope of Services

This document sets out the deliverables that will be provided by Nous Group Pty Ltd (Nous) under the Analysis of Submissions to the Australian Universities Accord Discussion Paper Request for Quote.

Background

On 16 November 2022, the Hon Jason Clare MP, Minister for Education, launched the Australian Universities Accord, a 12-month review of Australia's higher education system (the Review).

Consultation across a wide variety of stakeholders is essential to the success of the review. An initial call for written submissions the priority issues they consider the Review process should address was held between 24 November and 19 December 2022. Additionally, the Discussion Paper for the review was launched by Panel Chair Professor Mary O'Kane AC in February 2023 outlining the fundamental challenges and opportunities facing the Australian higher education sector. The Discussion Paper asks people to think big and be bold in their submissions. It is structured around a series of prompt questions, that are intended to stimulate discussion about how Government, the sector and other relevant stakeholders can work together to deliver a higher education system that meets the current and future needs of the nation.

Project Objectives

The objective of this project is to understand stakeholders' feedback on the Discussion Paper. Stakeholders were asked to respond to discussion questions and provide general feedback about the needs of the higher education sector over the coming decades. The Department is seeking a quantitative and qualitative analysis of these submissions, which will be used to inform the interim and final reports the Accord Panel will release.

Services to be provided and methodology

This project will:

- Determine the number, length, and sentiment of submissions, in addition to the length of meaningful phrases in the submissions.
- Explore stakeholder's responses to discussion questions on the future of the Australian higher education system by analysing public submissions.
- Identify and summarise key findings from analysis of submissions in the consultation report, which should include:
 - Key themes from all submissions
 - Key findings against each discussion question
 - Key submissions o Cohort analysis by stakeholder type
 - Charts, graphs, and other visual representations of findings as relevant.

This project will be delivered through a mix of analytical approaches and methodologies to provide insights, identify issues and maximise the evidence extracted from the discussion paper submissions:

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Statement of Requirements

- Qualitative: Thematic and content analysis of submissions, to draw out key issues and broader meaning from the text of the submissions. This analysis should include/make provision for:
 - Identifying categories for analysis (key themes) and coding submissions against key themes in a way that allows recurrent themes to be identified, or ranked, as priority issues that stakeholders want the review to consider.
 - Analysis of key issues for each discussion question.
 - Cohort analysis/segmenting by stakeholder type (including universities, nonuniversity higher education providers, VET providers, educators and researchers, students, parents, unions, business/industry and state and territory governments) so that priority issues can be compared by stakeholder type.
 - Ability to quantify analysis of key themes (e.g. '80 per cent of universities raised research funding in their submission').
 - Peer review to ensure accurate interpretation and quality control.
- Quantitative: Statistical analysis of the number of responses to discussion questions, in addition to the spread of responses to questions across the above cohorts of stakeholders:
 - Artificial Intelligence (AI) technology to enable Natural Language Processing of large volumes of text.
 - Data pre-processing to determine the body of unique submissions and clustering to identify spread of responses by length and sentiment.
 - Bottom-up analysis to determine the length of meaningful phrases and the frequency distribution of these phrases.
 - Topic modelling and topic-based key issue analysis to identify dominant topics, analyse key issues, and highlight the discussion questions most commonly responded to.
 - Stakeholder cohort analysis

Key Deliverables

The key deliverable/s for this project include:

1. An initial, quantitative analysis of submissions and brief report to the Department by 17 April 2023, which should (at minimum):
 - Identify the number and clusters of submissions.
 - Determine the length and frequency of meaningful phrases, identifying key issues.

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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- Identify the stakeholders who have made submissions and what cohorts of stakeholders responded to which discussion questions.
 - Identify dominant topics and discussion questions commonly responded to.
2. A draft consultation report to the Department by 28 April 2023, which should (at minimum):
- Outline key themes identified through general analysis of submissions.
 - Commence content and thematic analysis of responses to individual discussion questions.
 - Take on board feedback from the Department on the method of analysis, and presentation of findings.
3. A final consultation report to the Department by 12 May 2023, which should (at minimum):
- Outline key themes identified through general analysis of submissions.
 - Identify and summarise key findings against each discussion question, including:
 - The topic the question is seeking responses on.
 - Analysis of key issues emerging in responses.
 - Analysis of relevant recommendations made in submissions.
 - Cohort analysis by stakeholder type.
 - Examples and quotes from relevant submissions, to support the analysis.
 - Identify key submissions.
 - Include charts, graphs, and other visual representations of findings as relevant.
4. Index of submissions to the Department by 12 May 2023, which should, at minimum:
- Record the key themes each submission is coded against in a mutually agreed format. The purpose of this record is so the Department can identify submissions related to each key theme.

Note: all publishable deliverables will need to meet WCAG 2.0 guidelines.

Milestones	Project component description	Due date
Inception Meeting	Inception meeting between Nous and the Department of Education, to agree project timelines, deliverables, and methodologies.	Tuesday 4 April 2023
Initial analysis and brief report	Deliverable #1 above	Monday, 17 April 2023
Draft consultation report	Deliverable #2 above	Friday 28 April 2023

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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Progress meeting	Progress meeting between Nous and the Department of Education to discuss initial findings, and for the Department to provide feedback on the analysis contained in the draft report.	Wednesday 3 May 2023
Final consultation report	Deliverable #3 above	Friday 12 May 2023
Index of submissions	Deliverable #4 above	Friday 12 May 2023
Project completion	Project is completed and contract ends	Friday 26 May 2023

Overview of Payments Schedule

KEY PAYMENT SCHEDULE <i>Milestone payments are made up of project components only. Other expenses are to be invoiced separately. See notes for information about the requirements for issuing a valid tax invoice.</i>						
28	Milestone	Project Component Description	Due date	Total Ex. GST	GST	Total Inc. GST
	Stage 1: Rapid Analysis	Initial analysis and brief report; draft consultation report	29 April 2023	\$ 81,800	\$ 8,180	\$ 89,980
	Stage 2: Quality Reporting	Final consultation report; index of submissions	26 May 2023	\$ 33,200	\$ 3,320	\$ 36,520

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
Statement of Requirements

Attachment B: RFQ and Statement of Requirement

Request for Quotation – SON3352211

Research and Evaluation Services Panel

This Request for Quotation (including its attachments) is issued by the Department of Education in accordance with clause 4.1 (Request for Quotation) of the Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed), established between the Department of Education (the Department) and selected Panel Members.

When responding to this RFQ you must be a member of the RES Panel as registered on AusTender. If at any time a non-panel member responds to a RFQ sent through the RES Panel arrangement, this will be seen as being non-compliant and the RFQ response will be excluded from the process and will not be given another opportunity to resubmit a response.

RFQ Title	ESE23/7072 - Analysis of Submissions to the Australian Universities Accord Discussion Paper
RFQ closing date Responses must be received by this date/time to be considered – no late responses will be accepted.	1700 AEDST Tuesday 28 March 2023
RES Panel Service Category Group	☐ Category 1 Research Services ☐ Category 2 Evaluation Services ☒ Category 3 Data Analysis Services ☐ Category 4 Operational Support Services - Human Research Ethics Committees ☐ Category 5 Operational Support Services - Data Management ☐ Category 6 Operational Support Services - Editorial and Writing ☐ Category 7 Operational Support Services - Quality Assurance and Peer Review ☐ Category 8 User-Centred Design Services – for research services
Department contact details for RFQ	Contact: Australian Universities Accord Branch Email: australianuniversitiesaccord@education.gov.au

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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Department requirements for this RFQ

Item no.	Description	Details
1.	Proposed Contract Period	Start date: Wednesday, 5 April 2023 End date: Friday, 26 May 2023
2.	Contract Extension Option Period	Not applicable
3.	Required Services	See attached Statement of Requirements
4.	Methodology	See attached Statement of Requirements
5.	Documentation	The department may provide to the Panel Member Departmental Material. The Panel Member must ensure that the Departmental Material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the department.
6.	Selection criteria Please note in preparing your response to this RFQ Panel Members should ensure they address this selection criteria.	The preferred supplier will be selected on the basis of having submitted the response that provides the best value for money as determined by an assessment against the following selection criteria: 1. Demonstrated ability and experience in project delivery related to stakeholder consultation. a. Organisational ability, experience and track record of effectively and successfully managing and delivering projects of similar aim, including experience in deriving meaning from the submissions of stakeholders. 2. Demonstrated understanding of the required services. a. Suitability of proposed methodology in meeting the requirements of the RFQ (e.g., research type, subject matter, cohort, sensitivities, etc.) b. Understanding of the required services and relevant issue(s), context and policy of interest. c. Clear understanding of the requirements of the RFQ. 3. Demonstrated capacity to deliver the required services. a. Resourcing to be allocated as part of the services, including backup staff. b. Suitability of proposed methodology in meeting the requirements of the RFQ within the given timeframe, including contingencies. 4. Technical skills and knowledge to successfully deliver the required services. a. Individual proposed project team members' demonstrated knowledge, experience and qualifications in relation to the methodology and requirements of the RFQ. b. Methodology demonstrates ability to provide the services in a manner that is technically sound, rigorous, practical, ethical and appropriate to the cohort/subject matter. c. Clarity and quality of information (consistency, spelling, grammar, departmental information represented, acronyms explained) in response to the RFQ. d. Accessibility of information by technical and non-technical audiences. e. Compliance with WCAG 2.0 requirements.

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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Item no.	Description	Details
7.	Intellectual Property Rights – ownership of Contract Material	The department owns the intellectual property rights in Contract Material as per Schedule 4: Contract Supply Terms of the Deed.
8.	Insurance	As per Schedule 1, clause 4 of the Deed, Panel Members are required to submit a copy of their current insurance certificates of currency with their quote.
9.	Pricing	As per Clause 4.1.3 of the Deed, “Any fees specified in any Quotation must be based on rates that do not exceed the Panel Maximum Rates” under their Deed. Pricing should include and itemise all components required to complete the project in the time period specified such as consultant fees, participant recruitment/incentives, travel etc. Pricing for this Quote is to be provided in the format at Attachment B. A Key Milestones/Deliverables and Payment Schedule at Attachment C will also need to be completed based on the pricing in Attachment B.
10.	Travel	Where Panel Members are required to travel on behalf of the department, the following travel payments and processes will apply. All travel costs should be included in the overall project budget and quoted response. All travel will be conducted in line with the department’s travel policy for non-SES employee travel. That includes economy airfares only at the lowest practical airfare for the day and non-SES travel rates for all meals, accommodation and incidental expenses. Expenses outside the non-SES rates will not be paid and will be responsibility of the Panel Member. A copy of the relevant rates can be supplied on request. All approved travel is to be paid for up front by the Panel Member and reimbursement sought with a <u>correctly rendered tax invoice</u> and supporting receipts for all items claimed. The following will not be reimbursed: • Non-business-related items (such as personal phone calls, mini-bar expenses, laundry costs) • Accommodation costs that have been met by another person or entity • Meal costs: ○ Where meals are provided at an event being attended ○ That have been met by another person or entity ○ Where accommodation or travel costs include meals, (even if the meals are sourced elsewhere due to personal preference) ○ Alcoholic beverages of any type • Airport lounge membership or passes • Excess baggage, unless specifically approved by the department • Accompanied travel • Compensation for non-commercial accommodation such as staying with a family member or friend.

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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Item no.	Description	Details
11.	Other requirements	Location/s Canberra Special Conditions Not Applicable Security Clearance Requirements As per the Deed of Standing Offer Data Security Agency Data must be used strictly in accordance with any conditions or restrictions specified in Item 7 of Schedule 4: Contract Supply Terms of the Deed and any direction by the department. Confidential Information The department's confidential information is listed under Item 5 of Schedule 1 of the Deed. If the Panel Member has information specific to the delivery of the services being offered in relation to this project that are different to those listed in Item 5 of Schedule 1 of the Deed, these are to be listed under 'Other requirements' in Attachment A. Standard Form of Quotation The Panel Member must respond using the 'Standard Form of Quotation' (at <u>Attachment A</u>) and provide all the information as detailed. Responses that do not include all the information may be excluded from further consideration. In preparing your response to this RFQ Panel Members should ensure they address the selection criteria listed in Item 6.
12.	Conditions of Lodgement	The department reserves the right to, among other things: • not proceed with this procurement • change, vary or modify its requirements at any time with prior notification to all parties • provide responses to any questions about this RFQ to all relevant parties • extend the closing date and time on notification to all parties • not accept the lowest priced response • at any time, approach the market to conduct a tender or other procurement process in relation to the subject matter of this RFQ • enter into negotiations with, or seek information from, a selected respondent or selected respondents. In submitting your response, you acknowledge that: • nothing in this request will be construed as creating any legally binding contract (express or implied)

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
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Item no.	Description	Details
		- the terms of the request are based exclusively on this RFQ, and any addenda to this RFQ that has been issued - the department is not responsible for any costs or expenses incurred by your organisation in addressing the requirements of this RFQ - you have: - examined this RFQ, any documents referenced in this RFQ, other relevant information provided - relied entirely upon your own enquiries in respect of the subject matter of your response - not relied on any warranty, representation, conduct, letter, document or arrangement made by the department, whether oral or in writing, except as expressly provided in this RFQ or any addenda issued to the RFQ - satisfied yourself as to the correctness and sufficiency of your response, including prices.

Statement of requirements

ESE23/7072 - Analysis of Submissions to the Australian Universities Accord Discussion Paper

Introduction

The Department of Education (the Department) requires the assistance of a Panel Member to supply Research and Evaluation Services (RES) to analyse public submissions to the Australian Universities Accord Discussion Paper (the Discussion Paper).

Purpose

The purpose of this project is to understand stakeholders' feedback on the Discussion Paper. Stakeholders were asked to respond to discussion questions and provide general feedback about the needs of the higher education sector over the coming decades. The Department is seeking to engage a supplier to analyse these submissions. This analysis will be used to inform the interim and final reports the Accord Panel will release.

Background

On 16 November 2022, the Hon Jason Clare MP, Minister for Education, launched the Australian Universities Accord, to be informed by a review of Australia's higher education system (the Review).

Professor Mary O'Kane AC, Panel Chair, released the Discussion Paper on Wednesday 22 February 2023. The submissions period is open until 11:59pm Tuesday, 11 April 2023. This is one of many consultation and engagement processes that the Panel will be undertaking over the course of the Review.

Project requirements

Required services include:

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
Statement of Requirements

- Quantitative (data pre-processing, modelling and mapping) analysis of submission types, dominant themes and discussion questions responded to, in addition to stakeholder cohorts.
- Qualitative (thematic and content analysis) of written submissions to identify stakeholder's key issues.
- Delivery of:
 - An initial quantitative analysis and brief report
 - A draft consultation report
 - A final consultation report
 - An index of submissions
- The consultation reports must highlight and justify the methods of analysis, contextualise the data and draw out the findings.
- The consultation reports must be accurate, relevant, engaging, and accessible to both the Accord Panel and the Department.
- The deliverables must target the Accord Panel as the primary audience, however the analysis should be of publishable quality and able to be understood by a general audience.
- Regular communication with the Department and reporting where required. This includes at minimum project inception and progress meetings.
 - Progress meeting (on 3 May 2023 or otherwise agreed date) including overview of work completed to date, preliminary findings and analysis contained in the interim report and finalising plans for the final report.

All design files including graphs, charts and infographics, and reports, summaries and other assets developed throughout the duration of this contract will be owned by the Department, and are able to be used at the Department's discretion, for work beyond this contract. These items are to be provided on request, and packaged up and delivered to the Department at the end of the contract.

The Department may provide to the Panel Member Departmental Material. The Panel Member must ensure that the Departmental Material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the Department.

Objectives

This project will:

- Determine the number, length, and sentiment of submissions, in addition to the length of meaningful phrases in the submissions.
- Explore stakeholder's responses to discussion questions on the future of the Australian higher education system by analysing public submissions.
- Identify and summarise key findings from analysis of submissions in the consultation report, which should include:
 - Key themes from all submissions
 - Key findings against each discussion question
 - Key submissions
 - Cohort analysis by stakeholder type
 - Charts, graphs, and other visual representations of findings as relevant.

Methodology

- The Panel Member will be required to utilise a mix of analytical approaches and statistical techniques to provide insights, identify issues and maximise the evidence extracted from the discussion paper submissions.

RES Panel SON 3352211: Analysis of Submissions to the Australian Universities Accord Discussion Paper
Statement of Requirements

- The Panel Member will be required to have a detailed knowledge of, and experience in, quantitative and qualitative analysis, and an understanding of the appropriate methods to be used in order to extract the maximum meaning from the submissions.
- The Panel Member will be required to justify their chosen methodology and analytical approaches.
 - For example, if the Panel Member chooses to undertake complementary analysis utilising automated text analysis software to facilitate the initial analysis of submissions, in responding to the RFQ, please explain the parameters that will be set to guide the software to detect themes and categories of submissions.
- Examples of potential methodologies include:
 - Qualitative: Thematic and content analysis of submissions, to draw out key issues and broader meaning from the text of the submissions. This analysis should include/make provision for:
 - Identifying categories for analysis (key themes) and coding submissions against key themes in a way that allows recurrent themes to be identified, or ranked, as priority issues that stakeholders want the review to consider.
 - Analysis of key issues for each discussion question.
 - Cohort analysis/segmenting by stakeholder type (including universities, non-university higher education providers, VET providers, educators and researchers, students, parents, unions, business/industry and state and territory governments) so that priority issues can be compared by stakeholder type.
 - Ability to quantify analysis of key themes (e.g. '80 per cent of universities raised research funding in their submission').
 - Quantitative: Statistical analysis of the number of responses to discussion questions, in addition to the spread of responses to questions across the above cohorts of stakeholders.
 - Data pre-processing to determine the body of unique submissions and clustering to identify spread of responses by length and sentiment.
 - Bottom-up analysis to determine the length of meaningful phrases and the frequency distribution of these phrases.
 - Topic modelling and topic-based key issue analysis to identify dominant topics, analyse key issues, and highlight the discussion questions most commonly responded to.
 - Stakeholder cohort analysis
- Alternatively, the Department encourages the Panel Member to utilise their expertise to suggest alternative appropriate methodologies for the required services.

Ethics

The Panel Member is expected to consider ethics in their proposal, including cost and time required for external Human Research Ethics Committee (HREC) review should this be deemed necessary. For Department of Education staff, an internal ethics risk review of all projects is undertaken before they commence to determine their ethics risk and any requirement for an external HREC.

Deliverables

Deliverables for this project are:

- An initial, quantitative analysis of submissions and brief report to the Department by 17 April 2023, which should (at minimum):
 - Identify the number and clusters of submissions
 - Determine the length and frequency of meaningful phrases, identifying key issues.

- Identify the stakeholders who have made submissions and what cohorts of stakeholders responded to which discussion questions
- Identify dominant topics and discussion questions commonly responded to
- A draft consultation report to the Department by 29 April 2023, which should (at minimum):
 - Outline key themes identified through general analysis of submissions
 - Commence content and thematic analysis of responses to individual discussion questions
 - Take on board feedback from the Department on the method of analysis, and presentation of findings
- A final consultation report to the Department by 12 May 2023, which should (at minimum):
 - Outline key themes identified through general analysis of submissions
 - Identify and summarise key findings against each discussion question, including:
 - The topic the question is seeking responses on
 - Analysis of key issues emerging in responses
 - Analysis of relevant recommendations made in submissions
 - Cohort analysis by stakeholder type
 - Examples and quotes from relevant submissions, to support the analysis
 - Identify key submissions
 - Include charts, graphs, and other visual representations of findings as relevant
- Index of submissions to the Department by 12 May 2023, which should, at minimum:
 - Record the key themes each submission is coded against in a mutually agreed format. The purpose of this record is so the Department can identify submissions related to each key theme.

Note: all publishable deliverables will need to meet WCAG 2.0 guidelines.

Proposed timetable

The proposed contract period commences on 5 April 2023 and concludes on 26 May 2023.

Event	Proposed Date
Submission of quotation to the Department	28 March 2023
Work Order offer	5 April 2023
Inception meeting in Canberra (other location or teleconference), to finalise project plan	11 April 2023
Initial analysis and brief report	17 April 2023
Draft report	28 April 2023
Progress meeting	3 May 2023
Final report	12 May 2023
Index of submissions	12 May 2023
Project completion	26 May 2023

Attachment C

DEED OF CONFIDENTIALITY

THIS DEED OF CONFIDENTIALITY is made on the.....day of.....2023

by (Hereinafter called "the Confidant")

WHEREAS:

- A. The Confidant is an employee or subcontractor of Nous Group Pty Ltd ("the Contractor").
- B. The Contractor has entered into a Contract with the Commonwealth of Australia ('the Commonwealth') for an analysis of submissions to the Australian Universities Accord Discussion Paper ("the Services").
- C. For the purposes of carrying out the Services, the Contractor and the Confidant may have access to certain Confidential Information.
- D. The Contractor has undertaken that it will not disclose the Commonwealth's Confidential Information without the prior permission of the Commonwealth.
- E. The Commonwealth has required the Contractor to obtain from its employees and employees of its subcontractors engaged in the performance of the Services a written undertaking relating to the non-disclosure of confidential information.

The Confidant covenants as follows:

- 1) In this Deed "Confidential Information" includes information that:
 - a) is by its nature confidential;
 - b) is "Our Confidential Information" and/or "Personal Information" as defined in the contract between the Commonwealth and the Contractor for the Services;
 - c) is designated by the Commonwealth, other than in this Deed, as confidential;
 - d) the Confidant knows or ought to know is confidential; and
- 2) The Confidant undertakes to keep secret and protect and preserve the confidential nature and secrecy of all Confidential Information. In particular the Confidant shall

not, without the prior written approval of the Commonwealth, use, copy, access, modify or disclose to any person other than the Commonwealth, any Confidential Information relating to the Services, except as provided for by this Deed. In giving written approval the Commonwealth may impose such terms and conditions as it thinks fit.

- 3) Clause 2 does not prevent the Confidant from disclosing Confidential Information which is:
 - a) already known by the Confidant, with no obligation of confidentiality, prior to the disclosure thereof.
 - b) publicly known or becomes publicly known not due to any unauthorised act of the Confidant.
 - c) rightfully received from a third party.
 - d) independently developed by the Confidant without use of the Commonwealth's Confidential Information; or
 - e) required to be disclosed pursuant to a legal requirement provided that the Confidant gives the Commonwealth written notice of such requirement prior to any disclosure.
- 4) The Confidant shall use, access, modify, disclose or retain the Confidential Information only for the purpose of the performance of the Services as contemplated by the Commonwealth. The Confidant shall not disclose the Confidential Information to the Contractor or any subcontractor, employee, servant or agent of the Contractor except on a need-to-know basis for the purpose of performing the Services.
- 5) Upon termination of the Contract or upon the request of the Commonwealth, the Confidant shall return all copies of the Confidential Information, including any Confidential Information stored or contained in computer readable form, to the Commonwealth, or certify in writing that all copies of the Confidential Information have been destroyed.
- 6) The Confidant must keep the Commonwealth indemnified against any and all losses, costs, damages, expenses, claims or actions inclusive of all reasonable legal fees and disbursements incurred or sustained by the Commonwealth as a result of or arising out of any breach of an obligation of the Confidant pursuant to this Deed or any other person who has access to the Confidential Information through the Confidant.
- 7) The Confidant acknowledges that the publication or communication of any fact or document which has come to the Confidant's knowledge or into the Confidant's possession or custody by virtue of the performance of the Services (other than to the

person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under section 70 of the *Crimes Act 1914*. Such an offence attracts substantial penalties, including imprisonment.

- 8) The Confidant acknowledges that a breach of this Deed may cause irreparable harm to the Commonwealth for which monetary damages may not be an adequate remedy. Accordingly, in addition to other remedies that may be available, the Commonwealth may seek and obtain injunctive relief against such a breach or threatened breach.
- 9) The Confidant remains bound by this Deed notwithstanding the termination of the Contract between the Contractor and the Commonwealth or the termination of the employment or subcontracting arrangement between the Contractor and the Confidant.

IN WITNESS WHEREOF this Deed has been duly executed on the date first mentioned above:

SIGNED SEALED AND DELIVERED

by
 (printed name) (signature)

in the presence of:

.....
 (printed name) (signature)

Work Order Variation No. 1

ESE23/7072 Analysis of Submissions to the Australian Universities Accord Discussion Paper

Authority and Context

This Work Order Variation is issued by the Commonwealth of Australia as represented by the **Department of Education (Agency)** to **Nous Group Pty Ltd (ABN:66 086 210 344) (Panel Member)** in accordance with clause 17 of Schedule 4 [Contract Supply Terms] of the *Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed)*.

Once signed by both parties, this Work Order Variation will vary the Analysis of Submissions to the Australian Universities Accord Discussion Paper project Work Order as originally executed by the parties on 13 April 2023.

Unless specifically stated in this Work Order Variation, all terms and conditions as stated in the Deed of Standing Offer and Work Order executed on 13 April continue unaffected, and all documents should be read in conjunction with each other. Further, unless the context otherwise provides, defined terms used in this Work Order Variation have the same meaning as given in Schedule 4 [Contract Supply Terms] of the Deed.

GOVERNANCE		
Project Title	Analysis of Submissions to the Australian Universities Accord Discussion Paper	
What has changed	Deliverables have changed in scope to in, include a detailed breakdown of recommendations in submissions, classified by subject and individual/organisation making the submission.	
Why it changed	Additional scope of work will assist Accord Panel and departmental staff to prepare the Accord Interim Report, leveraging existing work undertaken under the Work Order.	
Date of Work Order Variation	19 May 2023	
Changes to Completion Date	Original Date:	26 May 2023
	Revised Date:	Nil
Agency's Project Manager (and Contact Officer for receipt of notices)	Name:	s 22(1)
	Position:	s 22(1)
	Postal Address:	Level 7, 50 Marcus Clarke Street, Canberra, ACT, 2601

Panel Member's Project Manager (and Contact Officer for receipt of notices)	Phone Number:	s 22(1)
	Email Address:	s 22(1)
	Name:	s 47F(1)
	Position:	Project Manager
	Postal Address:	Level 19, 567 Collins Street, Melbourne VIC 3000
	Phone Number:	s 47F(1)
	Email Address:	s 47F(1)
Changes to Original Work Order Amount:		
Original: (inc GST)	\$126,500	Revised: (inc GST) \$137,500
Original: (ex GST)	\$115,000	Revised: (ex GST) \$125,000

The parties of the Work Order have agreed to vary the Work Order. The Work Order is amended as follows:

In Attachment A: *Scope of Services*, add new section 5 to 'Key Deliverables':

5. Appendix to the consultation report to the Department by 26 May 2023, which should:

- List verbatim each recommendation made in all submissions to the Discussion Paper.
- Classify the recommendations thematically and by the individual/organisation making the submission.

The Appendix will form an additional component of the Stage 2 milestone, billed on the basis of time and materials expended to a maximum of \$10,000 GST exclusive.

KEY PAYMENT SCHEDULE – REPLACE EXISTING TABLE IN ENTIRETY WITH FOLLOWING TABLE

MILESTONE PAYMENTS ARE MADE UP OF PROJECT COMPONENTS ONLY. OTHER EXPENSES ARE TO BE INVOICED SEPARATELY.

Milestone	Due date	Ex. GST	GST	Inc. GST
Stage 1: Rapid Analysis	29 April 2023	\$81,800	\$8,180	\$89,980
Stage 2: Quality Reporting	26 May 2023	\$33,200	\$3,320	\$36,250
Stage 2a: Listing of recommendations	26 May 2023	\$10,000	\$1,000	\$11,000

EXECUTION OF THE WORK ORDER VARIATION:

s 22(1)

Signed for and on behalf the
Commonwealth of Australia as represented
by the Department of Education by its duly
authorised representative in the presence
of s 22(1)

Signature of representative

s 22(1)

Signature of witness
s 22(1)

Name of representative (print)
s 22(1)

Name of witness (print)

Position of representative (print)

Date

18/05/23

s 47F(1)

Signed for Nous Group Pty Ltd by its duly
authorised representative in the presence
of s 47F(1)

Signature of representative

s 47F(1)

Signature of witness

Name of representative (print)

s 47F(1)

Principal

Name of witness (print)

Position of representative (print)

19/05/2023

Date



Work Order

Australian Universities Accord – System Governance and Stewardship – ESE23-101598

Authority and Context

This Work Order is issued by the Commonwealth of Australia as represented by the Department of Education (Agency) to Nous Group 66 086 210 344 (Panel Member) in accordance with clauses 4.2 and 5 of the *Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed)*.

In accordance with clause 5 of the Deed, this Work Order, once executed by both parties, is a separate and independent Contract formed between the Agency and the Panel Member. This contract will comprise:

- a) the Work Order, including details of the services to be provided;
- b) any Special Conditions, as outlined in the Work Order;
- c) the terms and conditions contained in Schedule 4 [Contract Supply Terms] of the Deed; and
- d) clauses 6.1 [Maximum Rates] and 7.3 [Insurance Requirements] of the Deed.

Unless the context otherwise provides, defined terms used in this Work Order have the same meaning as given in Schedule 4 [Contract Supply Terms] of the Deed.

GOVERNANCE																		
1	Project Title	Australian Universities Accord – System Governance and Stewardship – ESE23-101598																
2	AusTender notifications:																	
	Procurement Title:	RFQ for Accord – System Governance and Stewardship																
	Standing Offer Notice:	SON3352211																
3	Agency Details	Department of Education																
4	Agency's Project Manager (and Contact Officer for receipt of notices)	<table border="1"> <tr> <td>Name:</td> <td>s 22(1)</td> </tr> <tr> <td>Position:</td> <td>s 22(1)</td> </tr> <tr> <td>Postal Address:</td> <td>Lvl 7, 50 Marcus Clarke Street, Canberra, ACT, 2601</td> </tr> <tr> <td>Phone Number:</td> <td>s 22(1)</td> </tr> <tr> <td>Email Address:</td> <td>s 22(1)</td> </tr> </table>	Name:	s 22(1)	Position:	s 22(1)	Postal Address:	Lvl 7, 50 Marcus Clarke Street, Canberra, ACT, 2601	Phone Number:	s 22(1)	Email Address:	s 22(1)						
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Position:	s 22(1)																	
Postal Address:	Lvl 7, 50 Marcus Clarke Street, Canberra, ACT, 2601																	
Phone Number:	s 22(1)																	
Email Address:	s 22(1)																	
5	Panel Member's Full Name	Nous Group Pty Ltd																
6	Service category Panel Member appointed through	<table border="1"> <tr> <td>1. Research Services</td> <td>☒</td> <td>2. Evaluation Services</td> <td>☐</td> </tr> <tr> <td>3. Data Analysis Services</td> <td>☐</td> <td>4. Operational Support Services – Human Research Ethics Committees</td> <td>☐</td> </tr> <tr> <td>5. Operational Support Services – Data Management</td> <td>☐</td> <td>6. Operational Support Services – Editorial and Writing</td> <td>☐</td> </tr> <tr> <td>7. Operational Support Services – Quality Assurance and Peer Review</td> <td>☐</td> <td>8. User-Centred Design Services – for research services</td> <td>☐</td> </tr> </table>	1. Research Services	☒	2. Evaluation Services	☐	3. Data Analysis Services	☐	4. Operational Support Services – Human Research Ethics Committees	☐	5. Operational Support Services – Data Management	☐	6. Operational Support Services – Editorial and Writing	☐	7. Operational Support Services – Quality Assurance and Peer Review	☐	8. User-Centred Design Services – for research services	☐
1. Research Services	☒	2. Evaluation Services	☐															
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7	Panel Member's project manager (and Contact Officer for receipt of notices)	<table border="1"> <tr> <td>Name:</td> <td>s 47F(1)</td> </tr> <tr> <td>Position:</td> <td>Principal</td> </tr> <tr> <td>Postal Address:</td> <td>PO Box 13069, Melbourne Law Courts, VIC, 8010</td> </tr> <tr> <td>Phone Number:</td> <td>s 47F(1)</td> </tr> <tr> <td>Email Address:</td> <td>s 47F(1)</td> </tr> </table>	Name:	s 47F(1)	Position:	Principal	Postal Address:	PO Box 13069, Melbourne Law Courts, VIC, 8010	Phone Number:	s 47F(1)	Email Address:	s 47F(1)						
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Position:	Principal																	
Postal Address:	PO Box 13069, Melbourne Law Courts, VIC, 8010																	
Phone Number:	s 47F(1)																	
Email Address:	s 47F(1)																	
8	Insurances	Panel Members are required to provide certificates of currency for all of their Insurance Policies at the time of signing the Work Order.																
9	Additional Project Specific Insurance Requirements	N/A																

SUMMARY OF TIMEFRAMES AND PROJECT COSTS

Note: All payments are subject to the terms and conditions set out in the Contract Supply Terms under the RES Panel Deed.

10 a	Term of Work Order	Date of Work Order:	25 August 2023
		Commencement date:	5 September 2023
		Completion date:	30 November 2023
10 b	Work Order Periods of Extension	Extension period	1 period of 6 month extension, subject to delegate approval
11	Work Order Amount	Total project components (ex GST):	\$317,330
		Total other expenses (ex GST):	\$3,000
		Work Order total (ex GST):	\$320,300
		Work Order total (inc. GST):	\$352,363
12	Panel Member's nominated account for EFT payment by the Agency	Bank:	s 47G(1)(a)
		Account Name:	Nous Group Pty Ltd
		BSB:	s 47G(1)(a)
		Account Number:	s 47G(1)

SUMMARY OF SERVICES

Note: All Services must be provided in accordance with the terms and conditions set out in under the RES Panel Deed.

13	Services to be provided:	The Services to be provided include involve co-design services with the Department of Education to inform the Australian Universities Accord (AUA) Panel's consideration of issues relating to the governance and stewardship of Australia's tertiary education system – primarily focussing on arrangements in higher education. The project will consider the governance and regulatory landscape across the post school education system, including both the VET and higher education systems. The project is proposed to involve two phases. Phase one will review the current tertiary landscape and provide a set of principles for governance and regulation that would meet the Panel's vision for the sector, particularly to ensure adequate planning and coordination for future needs across the sector. Phase two will build on these principles to: a) Develop options for regulatory and governance structures for the Tertiary system, including to improve accountability and coordination. b) Consider what level of planning will be required for the future system, where planning should be managed and what factors should drive decisions around planning for the future size and shape of the sector. c) Determine possible roles and responsibilities of relevant existing institutions and potential roles and structures for new organisations, including a Tertiary Education Commission, that includes a high-level summary of the governance structures and accountability frameworks for such a body.
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		The Services should have particular regard to necessary changes to regulatory, governance and system stewardship arrangements, whilst ensuring quality and efficiency to drive the future institutional makeup of the higher education system, with appropriate distribution of institutional size, diversity and specialisation.
14	Deliverables to be provided:	Nous will be required to work closely with both the Accord Panel and the Department throughout the co-design project. In addition, Nous may also be asked to engage with the Panel on their approach and draft content at ad hoc times and attend round tables and workshops with key stakeholders. Attend up to 4 meetings from August to October to present and discuss issues relating to the project with the Accord Panel and the Chair at the Panel's discretion. - Attend an initial scoping discussion with Accord Panel members - Working with the Department on the project plan covering all phases of the project, including weekly meetings with policy team in the Department. - By 7 September: - A draft slide deck including principles and key findings for Phase 1 summary 12 September: - Initial presentation to Panel, including options - By 30 September: - Draft report to be supplied to Department - Draft slides presenting work undertaken as part of both phases of the project to be supplied to Department 10 October - Final presentation to Panel - By 20 October - Final Report including answers to the research questions, outline of the research method and approach, review of current literature and other inputs, technical appendices where relevant. - Final summary of report findings and high level costings of proposals These deliverables will include scenarios for the future state of the higher education system and implementable options.
15	Methodology	Research questions <u>Best-practice regulation and governance (Phase 1)</u> 1. What governance and regulatory structures are needed to improve coordination, planning and accountability in the higher education and VET landscape? This project is intended to: identify principles of effective regulation and governance arrangements across the sector, reflecting on best practice from other sectors and international examples from higher education.

		• identify the different actors that should be the focus of regulatory and governance arrangements – for example, universities, non-university providers, students – as well as special classes of these actors that may require/benefit from additional or targeted arrangements due to some vulnerability or other characteristic (e.g. international students, dual-sector providers). • Identify policy levers that best give effect to the principles to drive stronger coordination, planning and accountability. <u>Future governance arrangements (Phase 2A)</u> 2. What would need to change in the current landscape to deliver on the Panel's vision for a high quality, cohesive adaptable and responsive sector? How does this align to existing institutions and gaps in the current landscape? Building on the findings of the Interim Report, this project is intended to: • Detail the current regulatory and governance arrangements in the tertiary system, including the activities undertaken by existing regulatory and governance and planning bodies • Summarise the deficits within the current landscape- particularly with regards to the ability of the sector to adequately respond to the communities' changing needs • Identify changes, and implementation pathways, to the current governance structures that would align with principles identified under question 1, improve accountability and planning and promote a more cohesive tertiary education system, drawing on international examples. <i>External consultation: DEWR, ASQA, TEQSA, JSA, DoE, ARC</i> 3. What shape would a Tertiary Education Commission take? • Drawing from international examples of Tertiary or Higher Education Commissions in addition to historical examples from Australia, to learn from the success and challenges from previous Australian or contemporary international models. • Considering the functions of such a body and possible overlap between JSA, TEQSA, ASQA, professional accreditation and industry bodies, and various funding bodies and government departments in the states and commonwealth. • Determine an appropriate governance and reporting structures and operational makeup of such a body, including a high level costings of the appropriate yearly budget for the administration of such a body. <i>External consultation: DoE co-design projects on Skills; Equity and Quality; Closing the Gap; CSPs and CGS; Research; ARU Feasibility Study</i> <u>Accommodating future growth (Phase 2B)</u>
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		4. What are possible ways to implement the Panel's vision for system growth? Is greater diversity and specialisation required in institutions? • Provide advice as to whether greater diversity or specialisation in Australian universities would likely assist the sector as a whole to meet national objectives. • Investigate what evidence is available as to how size of institution impacts the quality of institutional offerings. • Provide options for whether future growth in student numbers should be met through growth in existing universities or whether new institutions will be required. • Set out pathways by which the current system structures which could plausibly transition to alternative future states including whether changes to existing frameworks could facilitate a more diverse and specialised higher education system. Intersections with other research and issues This research should consider the following areas of overlap with projects that are being developed in parallel, and work with the Department and co-design partners to ensure convergence across the projects: • Skills ○ crossover in skills planning and allocation of places and funding by the TEC ○ considering the need for institutions in places of significant population growth ○ regulation of VET fees ○ staged alignment of the tertiary system • Research, Equity and Quality ○ tracking progress towards targets for participation and completion ○ delivery of student places in appropriate locations, i.e. areas of rapid population growth, regional areas, etc. ○ allocation of places and scholarships to improve access to higher education ○ mapping and promoting teaching and research quality and impact ○ determining funding allocations, including mission-specific funding The project should draw on: • BIS Oxford Economics Higher Education Qualification Demand – Final Report • Review of the Australian Research Council Act 2001 Final Report 2023 • Review of the Australian Qualifications Framework Final Report 2019 • Productivity Commission, 5-Year Productivity Inquiry: Advancing Prosperity • ACER Report on International Comparisons
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		The project may involve consultation with stakeholders including across industry, the tertiary education sector, government, and any other relevant stakeholders. The Department should be apprised of any proposed consultation. The project may also include the further commissioning of external expertise by Nous or require working with other project partners engaged by the Department.
16	Additional Specific Requirements as per the RFQ for this project:	Final reports and other documents produced as final deliverables for the project will need to meet the set of online standards set out in the Web Content Accessibility Guidelines (WCAG 2.0). This will ensure the report and documents are accessible to users of all abilities. Final reports and other documents produced as final deliverables for the project will need to include visible joint Department and Nous branding, and an acknowledgement that the products were co-developed through the project and are a joint intellectual output of the Department and Nous. Documentation: The department may provide to Nous Departmental Material. Nous must ensure that the Departmental Material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the department.
17	Special Conditions as per the RFQ for this project:	Notification of Significant Events 1. For the purposes of this Special Condition, 'Significant Event' means: a. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Panel Member or its Personnel that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Panel Member or its Personnel, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation. 2. The Panel Member must immediately issue the Agency a Notice on becoming aware of a Significant Event. 3. The Notice issued under subclause 2 of this Special Condition must provide a summary of the Significant Event, including the date that it occurred and whether any Key Personnel or other Personnel engaged in connection with the Services were involved. 4. The Agency may Notify the Panel Member in writing that an event is to be considered a Significant Event for the purposes of this Special Condition, and where this occurs the Panel Member must issue a Notice under subclause 2 of this Special Condition in relation to the event within three (3) Business Days of being Notified by the Agency. 5. Where reasonably requested by the Agency, the Panel Member must provide the Agency with any additional information regarding the Significant Event within three (3) Business Days of the request.

		6. If requested by the Agency, the Panel Member must prepare a draft remediation plan and submit that draft plan to the Agency's Project Manager for approval within ten (10) Business Days of the request. 7. A draft remediation plan prepared by the Panel Member under subclause 6 of this Special Condition must include the following information: a. how the Panel Member will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Panel Member with its other obligations under the Contract; and b. how the Panel Member will ensure events similar to the Significant Event do not occur again; and c. any other matter reasonably requested by the Agency. 8. The Agency will review the draft remediation plan and either approve the draft remediation plan or provide the Panel Member with the details of any changes that are required. The Panel Member must make any changes to the draft remediation plan reasonably requested by the Agency and resubmit the draft remediation plan to the Agency for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Agency. This subclause 8 of this Special Condition will apply to any resubmitted draft remediation plan. 9. Without limiting its other obligations under the Contract, the Panel Member must comply with the remediation plan as approved by the Agency. The Panel Member agrees to provide reports and other information about the Panel Member's progress in implementing the remediation plan as reasonably requested by the Agency. 10. If the Panel Member fails to comply with its obligations under this Special Condition, the Agency may terminate this Contract under clause 13.2 [Termination for breach] of the Contract Supply Terms as a breach which is not capable of remedy. 11. The Agency's rights under this Special Condition are in addition to and do not otherwise limit any other rights the Agency may have under the Contract. The performance by the Panel Member of its obligations under this Special Condition will be at no additional cost to the Agency.
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PROJECT PERSONNEL

NOTE: All Panel Members' Key Personnel are listed in their Deed of Standing Offer, while Specified Personnel are not.

18	Name of Key Personnel	Proposed roles and responsibilities:
	n/a	
19	Name of Specified Personnel	Proposed roles and responsibilities:
	s 47F(1)	Client Director

s 47F(1)	Project Director	
	Project Manager	
	Consultant	
	Consultant	
	Consultant	
	Project Support	
	Expert Panel member	
	Expert Panel member	
	Expert Panel member	
	Expert Panel member	
	Expert Panel member	
	Expert Panel member	
20	Subcontractor(s), including details of the work to be performed by subcontractor	
	<i>NOTE: All pre-approved subcontractors for Panel Members are listed in the Deed of Standing Offer. For any subcontractors listed below that are not listed in the Deed of Standing Offer the Agency may require the Panel Member to provide financial and credentials information of those subcontractors for approval prior to them commencing any work.</i>	
	Name of Subcontractors:	Proposed roles and responsibilities in relation to the project:
	s 47F(1)	Expert Panel member
		Expert Panel member
		Expert Panel member

PROJECT MATERIALS

Note: Please refer to the Deed of Standing Offer, noting in particular Agency and Panel requirements under Schedule 4 of the Deed of Standing Offer.

21	Agency Material (for this project)	
	<i>Note: See Clause 5.1 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Material.</i>	
	Description of Agency Material to be provided /made available to the Panel Member	The Department may provide to Nous Departmental Material, including departmental policy development, and stakeholder consultation outcomes, and relevant submissions to Accord consultation processes.
	Conditions or restrictions on use of Agency Material	As per Deed of Standing Offer and at the direction of the Department.
22	Contract Material (for this project)	
	<i>Note: See Clause 5.2 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Contract Material.</i>	
	Description of Material	- Slide deck including principles and key findings for Phase 1 summary - Draft Report, draft Slides presenting work undertaken as part of both phases of the project, draft summary of report findings and high level costings of proposals

		- Final Report including answers to the research questions, outline of the research method and approach, review of current literature and other inputs, technical appendices where relevant. - Final summary of report findings and high level costings of proposals
	Description of restrictions on the use of Contract Material	As per Deed of Standing Offer.
23	Agency Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Confidential Information.</i>	
	Description of Agency Confidential Information	All Agency material and data provided to the supplier is to be considered confidential as per the terms of the Deed of Standing Offer.
	Period of confidentiality	Ongoing
	<i>NOTE: For every new work order under the RES Panel, the selected panel member's staff are required to sign Attachment C: Deed of Confidentiality.</i>	
24	Panel Member Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Panel Member Confidential Information.</i>	
	Description of Panel Member Confidential Information	a. ^INSERT DESCRIPTION OF MATERIAL, IF ANY^ (if none, please state "N/A")
	Period of confidentiality	a. ^INSERT, IF ANY^ (if none, please state "N/A")
25	Agency Data (for this project and additional to that listed in the Deed of Standing Offer) <i>Note: See Clause 7 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Agency Data	N/A
	Authorisations required to use Agency Data	As per Deed of Standing Offer.
26	Security Requirements (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See clauses 7 and 8 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of security requirements	As per Deed of Standing Offer.
	Costs associated with implementing security requirements	N/A.

27	DELIVERABLES PAYMENT TABLE				
Milestones	Project component description	Quantity	Cost per unit GST ex.	Total GST ex.	Total GST inc.
Phase 1	Slide deck	1	\$ 31,733	\$ 31,733	\$ 34,906.30

Phase 2a	Draft Report	1	\$ 142,798.50	\$ 14,798.50	\$ 157,078.35
Phase 2b	Final Report and Summary	1	\$ 142,798.50	\$ 142,798.50	\$ 157,078.35
Project component cost TOTAL			Ex. GST \$ 317,330	GST \$ 317,330	Inc. GST \$ 349,063
OTHER EXPENSES <i>These expenses are to be invoiced separately and reimbursed on production of appropriate receipts. See note below.</i>					
Item description [Panel Member to complete relevant expenses based on project and Attachment A]	Quantity	Cost/unit ex. GST	Total ex. GST	Total inc. GST	
<i>Travel expenses, if required, will be charged at cost up to the maximum amount shown</i>	1	\$ 3,000	\$ 300	\$ 3,300	
		Ex. GST	GST	Inc. GST	
Other expenses TOTAL		\$ 3,000 (Ex. GST)	\$ 300 (GST)	\$ 3,300 (Inc. GST)	
GRAND TOTAL					
Total value of project			Ex. GST	GST	Inc. GST
	Project components		\$ 317,330	\$ 31,733	\$ 349,063
	Other expenses		\$ 3,000	\$ 300	\$ 3,300
	WORK ORDER TOTAL		\$ 320,330	\$ 32,033	\$ 352,363

Payment Schedule

The table below sets out the schedule for payments and the due dates. These payment amounts should be made up of project components only, not other expenses such as travel costs. If a portion of a component is not delivered e.g. smaller number of interviews or workshops conducted, then the component payment will be altered to reflect the actual quantities delivered.

Other expenses are to be invoiced separately with the relevant receipts.

KEY PAYMENT SCHEDULE

Milestone payments are made up of project components only. Other expenses are to be invoiced separately. See notes for information about the requirements for issuing a valid tax invoice.

28	Milestone	Due date	Ex. GST	GST	Inc. GST
	Phase 1 –Slide deck	8 September 2023	\$ 31,733	\$ 31,733	\$ 34,906.30
	Phase 2a – Draft report	30 September 2023	\$ 142,798.50	\$ 14,798.50	\$ 157,078.35
	Phase 2b – Final report	20 October 2023	\$ 142,798.50	\$ 142,798.50	\$ 157,078.35

Notes

Changes to Work Order

Minor changes to the Work Order may be made if agreed in writing between the Panel Member and the Agency. Major changes to the scope or methodology, payments or end date must be made through an agreed Work Order Variation.

Additional/optional items

Any additional/optional items included in the quote must be negotiated before the Work Order is finalised and included as appropriate with the relevant conditions for approval and payment.

Invoicing requirements

A single correctly rendered invoice must be provided for each individual milestone payment, expense payment etc. Invoices with more than one item to be paid (e.g. 2 milestones or a combined milestone and expense payment) will not be able to be processed and will be returned for resubmission.

A valid correctly rendered tax invoice between the Panel Member and the Agency must contain the following:

- the words “tax invoice” stated prominently;
- the Panel Member’s name and Australian Business Number (ABN);
- the Agency’s name and address;
- the date of issue of the tax invoice;
- the title of the Work Order, the Work Order number and Purchase Order Number;
- details of fees, allowances and costs properly payable under this Work Order including the items (i.e. deliverables or milestones) to which they relate;
- the total amount payable (including GST); and
- the GST amount shown separately.

Any invoices that do not comply with the above will not be able to be processed and will be returned for correction.

Other expenses

- All 'other expenses' must be included in the above table. Funds budgeted and approved against specific line items cannot be moved to other items without agreement in writing. Funds expended above the accepted budget and line item will not be reimbursed.
- All approved 'other expenses' are to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed. Invoices must be clearly itemised including specific quantities of items delivered where appropriate.

Travel

Where Panel Members are required to travel on behalf of the Agency, the following travel payments and processes will apply.

- All travel will be conducted in line with the department's travel policy for non-SES employee travel (**Attachment D**) that includes economy airfares only at the lowest practical airfare for the day and non-SES travel rates for all meals, accommodation and incidental expenses. Expenses outside the non-SES rates will not be paid and will be responsibility of the Panel Member.
- All approved travel is to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed.
- Disallowable expenses – the following will not be reimbursed:
 - Non-business-related items (such as personal phone calls, mini-bar expenses, laundry costs, etc.)
 - Accommodation costs that have been met by another person or entity
 - Meal costs:
 - o Where meals are provided at an event being attended
 - o That have been met by another person or entity
 - o Where accommodation or travel costs include meals (even if the meals are sourced elsewhere due to personal preference)
 - o Alcoholic beverages of any type
 - Airport lounge membership or passes
 - Excess baggage, unless specifically approved by the department
 - Accompanied travel
 - Compensation for non-commercial accommodation such as staying with a family member or friend.

EXECUTION OF THE WORK ORDER:

Executed as a contract.

Signed for and on behalf the
Commonwealth of Australia as represented
by the Department of Education by its duly
authorised representative in the presence
of s 22(1)

Signature of representative
s 22(1)

Signature of witness

s 22(1)

Name of witness (print)

5 September 2023

Date

Name of representative (print)

s 22(1)

Position of representative (print)

s 22(1)

s 47F(1)

Signed for Nous Group Pty Ltd by its duly
authorised representative in the presence
of s 47F(1)

Signature of representative

s 47F(1)

Signature of witness

s 47F(1)

Name of witness (print)

4 September 2023

Date

Name of representative (print)

Principal

Position of representative (print)

Attachment B: RFQ and Statement of Requirements

Attachment C: Deed of confidentiality template

Attachment D: Non-SES Travel Rates (relevant Agency's travel rates)

Attachment B

Request for Quotation – SON3352211

Research and Evaluation Services panel

This Request for Quotation (including its attachments) is issued by the Department of Education in accordance with clause 4.1 (Request for Quotation) of the Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed), established between the Department of Education (the Department) and selected Panel Members.

When responding to this RFQ you must be a member of the RES Panel as registered on AusTender. If at any time a non-panel member responds to a RFQ sent through the RES Panel arrangement, this will be seen as being non-compliant and the RFQ response will be excluded from the process and will not be given another opportunity to resubmit a response.

RFQ Title	Accord – System Governance and Stewardship ESE23-101598
RFQ closing date Responses must be received by this date/time to be considered – no late responses will be accepted.	5:00pm AEST, Friday 11 August 2023
RES Panel Service Category Group	☒ Category 1 Research Services ☐ Category 2 Evaluation Services ☐ Category 3 Data Analysis Services ☐ Category 4 Operational Support Services - Human Research Ethics Committees ☐ Category 5 Operational Support Services - Data Management ☐ Category 6 Operational Support Services - Editorial and Writing ☐ Category 7 Operational Support Services - Quality Assurance and Peer Review ☐ Category 8 User-Centred Design Services – for research services
Department contact details for RFQ	Contact: s 22(1) Email: australianuniversitiesaccord@education.gov.au

Department requirements for this RFQ

Item no.	Description	Details
1.	Proposed Contract Period	Start date: 18 August 2023 End date: 30 November 2023
2.	Contract Extension Option Period	1 period of 6 month extension. Any contract extension will be subject to delegate approval.
3.	Required Services	This project will involve co-design services with the Department of Education to inform the Australian Universities Accord (AUA) Panel's consideration of issues relating to the governance and stewardship of Australia's tertiary education system – primarily focussing on arrangements in higher education. The project will consider the governance and regulatory landscape across the post school education system, including both the VET and higher education systems. The project is proposed to involve two phases. Phase one will review the current tertiary landscape and provide a set of principles for governance and regulation that would meet the Panel's vision for the sector, particularly to ensure adequate planning and coordination for future needs across the sector. Phase two will build on these principles to deliver: d) Options for regulatory and governance structures for the Tertiary system, including to improve accountability and coordination. e) Consider what level of planning will be required for the future system, where planning should be managed and what factors should drive decisions around planning for the future size and shape of the sector f) Determining possible roles and responsibilities of relevant existing institutions and potential roles and structures for new organisations, including a Tertiary Education Commission, that includes a high-level summary of the governance structures and accountability frameworks for such a body. This should have particular regard to necessary changes to regulatory, governance and system stewardship arrangements to facilitate this, whilst ensuring quality and efficiency to drive the future institutional makeup of the higher education system, with appropriate distribution of institutional size, diversity and specialisation. Project deliverables:

Item no.	Description	Details
		Project Partners will be required to work closely with both the Accord Panel and the Department throughout the project. In addition, Project Partners may also be asked to engage with the Panel on approach and draft content at ad hoc times and attend round tables and workshops with key stakeholders. Attend up to 4 meetings from August to October to present and discuss issues relating to the project with the Accord Panel and the Chair at the Panel's discretion. • Attend an initial scoping discussion with panel members • Working with the department on the project plan covering all phases of the project, including weekly meetings with policy team in the Department of Education • By 31 August, ○ A draft Slide deck including principles and key findings for phase 1 summary • By 15 September: ○ Draft Report to be supplied to Department ○ Draft Slides presenting work undertaken as part of both phases of the project to be supplied to Department ○ Draft summary of report findings and costings of proposals • By 30 September: ○ Final Report including answers to the research questions, outline of the research method and approach, review of current literature and other inputs, technical appendices where relevant. ○ Final summary of report findings and costings of proposals These deliverables will include scenarios for the future state of the higher education system and implementable options.
4.	Methodology	Research questions <u>Best-practice regulation and governance (Phase 1)</u> 5. What governance and regulatory structures are needed to improve coordination, planning and accountability in the higher education and VET landscape? This project is intended to: • identify principles of effective regulation and governance arrangements across the sector, reflecting on best practice from other sectors and international examples from higher education.

Item no.	Description	Details
		• identify the different actors that should be the focus of regulatory and governance arrangements – for example, universities, non-university providers, students – as well as special classes of these actors that may require/benefit from additional or targeted arrangements due to some vulnerability or other characteristic (e.g. international students, dual-sector providers). • Identify policy levers that best give effect to the principles to drive stronger coordination, planning and accountability. <u>Future governance arrangements (Phase 2A)</u> 6. What would need to change in the current landscape to deliver on the Panel's vision for a high quality, cohesive adaptable and responsive sector? How does this align to existing institutions and gaps in the current landscape? Building on the findings of the Interim Report, this project is intended to: • Detail the current regulatory and governance arrangements in the tertiary system, including the activities undertaken by existing regulatory and governance and planning bodies • Summarise the deficits within the current landscape- particularly with regards to the ability of the sector to adequately respond to the communities' changing needs • Identify changes, and implementation pathways, to the current governance structures that would align with principles identified under question 1, improve accountability and planning and promote a more cohesive tertiary education system, drawing on international examples. <i>External consultation: DEWR, ASQA, TEQSA, JSA, DoE, ARC</i> 7. What shape would a Tertiary Education Commission take? • Drawing from international examples of Tertiary or Higher Education Commissions in addition to historical examples from Australia, to learn from the success and challenges from previous Australian or contemporary international models. • Considering the functions of such a body and possible overlap between JSA, TEQSA, ASQA, professional accreditation and industry bodies, and various funding bodies and government departments in the states and commonwealth. • Determine an appropriate governance and reporting structures and operational makeup of such a body, including an appropriate yearly budget for the administration of such a body.

Item no.	Description	Details
		<i>External consultation: DoE co-design projects on Skills; Equity and Quality; Closing the Gap; CSPs and CGS; Research; ARU Feasibility Study</i> <u>Accommodating future growth (Phase 2B)</u> 8. What are possible ways to implement the Panel's vision for system growth? Is greater diversity and specialisation required in institutions? • Provide advice as to whether greater diversity or specialisation in Australian universities would likely assist the sector as a whole to meet national objectives. • Investigate what evidence is available as to how size of institution impacts the quality of institutional offerings. • Provide options for whether future growth in student numbers should be met through growth in existing universities or whether new institutions will be required. • Set out pathways by which the current system structures which could plausibly transition to alternative future states including whether changes to existing frameworks could facilitate a more diverse and specialised higher education system. Intersections with other research and issues This research should consider the following areas of overlap with projects that are being developed in parallel, and work with the Department and co-design partners to ensure convergence across the projects: • Skills ○ crossover in skills planning and allocation of places and funding by the TEC ○ considering the need for institutions in places of significant population growth ○ regulation of VET fees ○ staged alignment of the tertiary system • Research, Equity and Quality ○ tracking progress towards targets for participation and completion ○ delivery of student places in appropriate locations, i.e. areas of rapid population growth, regional areas, etc. ○ allocation of places and scholarships to improve access to higher education ○ mapping and promoting teaching and research quality and impact ○ determining funding allocations, including mission-specific funding

Item no.	Description	Details
		The project should draw on: • BIS Oxford Economics Higher Education Qualification Demand – Final Report • Review of the Australian Research Council Act 2001 Final Report 2023 • Review of the Australian Qualifications Framework Final Report 2019 • Productivity Commission, 5-Year Productivity Inquiry: Advancing Prosperity • ACER Report on International Comparisons The project may involve consultation with stakeholders including across industry, the tertiary education sector, government, and any other relevant stakeholders. The Department should be apprised of any proposed consultation. The project may also include the further commissioning of external expertise by the preferred supplier or require working with other project partners engaged by the Department.
5.	Documentation	The department may provide to the Panel Member Departmental Material. The Panel Member must ensure that the Departmental Material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the department.
6.	Selection criteria Please note in preparing your response to this RFQ Panel Members should ensure they address this selection criteria.	The preferred supplier will be selected on the basis of having submitted the response that provides the best value for money as determined by an assessment against the following selection criteria. 1. Demonstrated ability and experience in project delivery. a. Organisational ability, experience and track record of effectively and successfully managing and delivering projects of similar size, scope and complexity. 2. Demonstrated understanding of the required services. a. Suitability of proposed methodology in meeting the requirements of the RFQ (e.g., research type, subject matter, cohort, sensitivities, etc.) b. Understanding of the required services and relevant issue(s), context and policy of interest. c. Clear understanding of the requirements of the RFQ. 3. Demonstrated capacity to deliver the required services. a. Resourcing to be allocated as part of the services, including backup staff. b. Suitability of proposed methodology in meeting the requirements of the RFQ within the given timeframe, including contingencies. 4. Technical skills and knowledge to successfully deliver the required services. a. Individual proposed project team members' demonstrated knowledge, experience and qualifications in relation to the methodology and requirements of the RFQ. b. Methodology demonstrates ability to provide the services in a manner that is technically sound, rigorous, practical, ethical and appropriate to the cohort/subject matter. 5. Strong stakeholder engagement capability.

Item no.	Description	Details
		a. Ability to understand, negotiate and operate within a range of contexts - political, social, cultural, geographical and personal. b. Ability to successfully identify and effectively engage with a broad and diverse range of stakeholders to deliver the required services. 6. Ability to deliver clear and high quality reports. a. Clarity and quality of information (consistency, spelling, grammar, departmental information represented, acronyms explained) in response to the RFQ. b. Accessibility of information by technical and non-technical audiences as demonstrated by the response. c. Compliance with WCAG 2.0 requirements.
7.	Intellectual Property Rights – ownership of Contract Material	The department owns the intellectual property rights in Contract Material as per Schedule 4: Contract Supply Terms of the Deed.
8.	Insurance	As per Schedule 1, clause 4 of the Deed, Panel Members are required to submit a copy of their current insurance certificates of currency with their quote.
9.	Pricing	As per Clause 4.1.3 of the Deed, “Any fees specified in any Quotation must be based on rates that do not exceed the Panel Maximum Rates” under their Deed. Pricing should include and itemise all components required to complete the project in the time period specified such as consultant fees, participant recruitment/incentives, travel etc. Pricing for this Quote is to be provided in the format at <u>Attachment B</u>. A Key Milestones/Deliverables and Payment Schedule at <u>Attachment C</u> will also need to be completed based on the pricing in <u>Attachment B</u>.

Item no.	Description	Details
10.	Travel	Where Panel Members are required to travel on behalf of the department, the following travel payments and processes will apply. All travel costs should be included in the overall project budget and quoted response. All travel will be conducted in line with the department's travel policy for non-SES employee travel. That includes economy airfares only at the lowest practical airfare for the day and non-SES travel rates for all meals, accommodation and incidental expenses. Expenses outside the non-SES rates will not be paid and will be responsibility of the Panel Member. A copy of the relevant rates can be supplied on request. All approved travel is to be paid for up front by the Panel Member and reimbursement sought with a <u>correctly rendered tax invoice</u> and supporting receipts for all items claimed. The following will not be reimbursed: • Non-business-related items (such as personal phone calls, mini-bar expenses, laundry costs) • Accommodation costs that have been met by another person or entity • Meal costs: ○ Where meals are provided at an event being attended ○ That have been met by another person or entity ○ Where accommodation or travel costs include meals, (even if the meals are sourced elsewhere due to personal preference) ○ Alcoholic beverages of any type • Airport lounge membership or passes • Excess baggage, unless specifically approved by the department • Accompanied travel • Compensation for non-commercial accommodation such as staying with a family member or friend.
11.	Other requirements	Location/s Canberra or liaise with the Department of Education via videoconference. Special Conditions The Panel member must agree to comply with the following Special Conditions in any resultant Work Order: Notification of Significant Events 12. For the purposes of this Special Condition, 'Significant Event' means: c. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Panel Member or its Personnel that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or

Item no.	Description	Details
		d. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Panel Member or its Personnel, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation. 13. The Panel Member must immediately issue the Agency a Notice on becoming aware of a Significant Event. 14. The Notice issued under subclause 2 of this Special Condition must provide a summary of the Significant Event, including the date that it occurred and whether any Key Personnel or other Personnel engaged in connection with the Services were involved. 15. The Agency may Notify the Panel Member in writing that an event is to be considered a Significant Event for the purposes of this Special Condition, and where this occurs the Panel Member must issue a Notice under subclause 2 of this Special Condition in relation to the event within three (3) Business Days of being Notified by the Agency. 16. Where reasonably requested by the Agency, the Panel Member must provide the Agency with any additional information regarding the Significant Event within three (3) Business Days of the request. 17. If requested by the Agency, the Panel Member must prepare a draft remediation plan and submit that draft plan to the Agency's Project Manager for approval within ten (10) Business Days of the request. 18. A draft remediation plan prepared by the Panel Member under subclause 6 of this Special Condition must include the following information: d. how the Panel Member will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Panel Member with its other obligations under the Contract; and e. how the Panel Member will ensure events similar to the Significant Event do not occur again; and f. any other matter reasonably requested by the Agency. 19. The Agency will review the draft remediation plan and either approve the draft remediation plan or provide the Panel Member with the details of any changes that are required. The Panel Member must make any changes to the draft remediation plan reasonably requested by the Agency and resubmit the draft remediation plan to the Agency for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Agency. This subclause 8 of this Special Condition will apply to any resubmitted draft remediation plan.

Item no.	Description	Details
		20. Without limiting its other obligations under the Contract, the Panel Member must comply with the remediation plan as approved by the Agency. The Panel Member agrees to provide reports and other information about the Panel Member's progress in implementing the remediation plan as reasonably requested by the Agency. 21. If the Panel Member fails to comply with its obligations under this Special Condition, the Agency may terminate this Contract under clause 13.2 Termination for breach of the Contract Supply Terms as a breach which is not capable of remedy. The Agency's rights under this Special Condition are in addition to and do not otherwise limit any other rights the Agency may have under the Contract. The performance by the Panel Member of its obligations under this Special Condition will be at no additional cost to the Agency. Security Clearance Requirements As per the Deed of Standing Offer. Data Security Agency Data must be used strictly in accordance with any conditions or restrictions specified in Item 7 of Schedule 4: Contract Supply Terms of the Deed and any direction by the department. Confidential Information The department's confidential information is listed under Item 5 of Schedule 1 of the Deed. If the Panel Member has information specific to the delivery of the services being offered in relation to this project that are different to those listed in Item 5 of Schedule 1 of the Deed, these are to be listed under 'Other requirements' in Attachment A. Standard Form of Quotation The Panel Member must respond using the 'Standard Form of Quotation' (at Attachment A) and provide all the information as detailed. Responses that do not include all the information may be excluded from further consideration. In preparing your response to this RFQ Panel Members should ensure they address the selection criteria listed in Item 6.
12.	Conditions of Lodgement	The department reserves the right to, among other things: • not proceed with this procurement • change, vary or modify its requirements at any time with prior notification to all parties • provide responses to any questions about this RFQ to all relevant parties • extend the closing date and time on notification to all parties • not accept the lowest priced response

Item no.	Description	Details
		• at any time, approach the market to conduct a tender or other procurement process in relation to the subject matter of this RFQ • enter into negotiations with, or seek information from, a selected respondent or selected respondents. In submitting your response, you acknowledge that: • nothing in this request will be construed as creating any legally binding contract (express or implied) • the terms of the request are based exclusively on this RFQ, and any addenda to this RFQ that has been issued • the department is not responsible for any costs or expenses incurred by your organisation in addressing the requirements of this RFQ • you have: ○ examined this RFQ, any documents referenced in this RFQ, other relevant information provided ○ relied entirely upon your own enquiries in respect of the subject matter of your response ○ not relied on any warranty, representation, conduct, letter, document or arrangement made by the department, whether oral or in writing, except as expressly provided in this RFQ or any addenda issued to the RFQ ○ satisfied yourself as to the correctness and sufficiency of your response, including prices.

Attachment C



Australian Government
Department of Employment
and Workplace Relations

DEED OF CONFIDENTIALITY

THIS DEED OF CONFIDENTIALITY is made on the.....day of.....20xx

by (Hereinafter called "the Confidant")

WHEREAS:

- A. The Confidant is an employee or subcontractor of
[Click here to insert the contractor's full legal](#) ("the Contractor").
- B. The Contractor has entered into a Contract with the Commonwealth of Australia ('the Commonwealth') for research services ("the Services").
- C. For the purposes of carrying out the Services, the Contractor and the Confidant may have access to certain Confidential Information.
- D. The Contractor has undertaken that it will not disclose the Commonwealth's Confidential Information without the prior permission of the Commonwealth.
- E. The Commonwealth has required the Contractor to obtain from its employees and employees of its subcontractors engaged in the performance of the Services a written undertaking relating to the non-disclosure of confidential information.

The Confidant covenants as follows:

- 1) In this Deed "Confidential Information" includes information that:
 - a) is by its nature confidential;
 - b) is "Our Confidential Information" and/or "Personal Information" as defined in the contract between the Commonwealth and the Contractor for the Services;
 - c) is designated by the Commonwealth, other than in this Deed, as confidential;
 - d) the Confidant knows or ought to know is confidential; and

- 2) The Confidant undertakes to keep secret and protect and preserve the confidential nature and secrecy of all Confidential Information. In particular the Confidant shall not, without the prior written approval of the Commonwealth, use, copy, access, modify or disclose to any person other than the Commonwealth, any Confidential Information relating to the Services, except as provided for by this Deed. In giving written approval the Commonwealth may impose such terms and conditions as it thinks fit.
- 3) Clause 2 does not prevent the Confidant from disclosing Confidential Information which is:
 - a) already known by the Confidant, with no obligation of confidentiality, prior to the disclosure thereof.
 - b) publicly known or becomes publicly known not due to any unauthorised act of the Confidant.
 - c) rightfully received from a third party.
 - d) independently developed by the Confidant without use of the Commonwealth's Confidential Information; or
 - e) required to be disclosed pursuant to a legal requirement provided that the Confidant gives the Commonwealth written notice of such requirement prior to any disclosure.
- 4) The Confidant shall use, access, modify, disclose or retain the Confidential Information only for the purpose of the performance of the Services as contemplated by the Commonwealth. The Confidant shall not disclose the Confidential Information to the Contractor or any subcontractor, employee, servant or agent of the Contractor except on a need-to-know basis for the purpose of performing the Services.
- 5) Upon termination of the Contract or upon the request of the Commonwealth, the Confidant shall return all copies of the Confidential Information, including any Confidential Information stored or contained in computer readable form, to the Commonwealth, or certify in writing that all copies of the Confidential Information have been destroyed.
- 6) The Confidant must keep the Commonwealth indemnified against any and all losses, costs, damages, expenses, claims or actions inclusive of all reasonable legal fees and disbursements incurred or sustained by the Commonwealth as a result of or arising out of any breach of an obligation of the Confidant pursuant to this Deed or any other person who has access to the Confidential Information through the Confidant.

- 7) The Confidant acknowledges that the publication or communication of any fact or document which has come to the Confidant's knowledge or into the Confidant's possession or custody by virtue of the performance of the Services (other than to the person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under section 70 of the *Crimes Act 1914*. Such an offence attracts substantial penalties, including imprisonment.
- 8) The Confidant acknowledges that a breach of this Deed may cause irreparable harm to the Commonwealth for which monetary damages may not be an adequate remedy. Accordingly, in addition to other remedies that may be available, the Commonwealth may seek and obtain injunctive relief against such a breach or threatened breach.
- 9) The Confidant remains bound by this Deed notwithstanding the termination of the Contract between the Contractor and the Commonwealth or the termination of the employment or subcontracting arrangement between the Contractor and the Confidant.

IN WITNESS WHEREOF this Deed has been duly executed on the date first mentioned above:

SIGNED SEALED AND DELIVERED

by

(printed name)

.....

(signature)

in the presence of:

.....

(printed name)

.....

(signature)

Attachment D



Australian Government
Department of Education

Travel Policy – Travel Rates

Department of Education



Department of Education Travel Rates

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Department of Education Travel Rates

Travel Rates

Overview

The department obtains its travel rates from the Australian Tax Office (ATO). The ATO reviews the domestic travel and related allowance amounts for public officers each year. The below rates were updated as per the [2023-24 ATO travel rates](#).

Meals and incidentals rates (daily cap)

Classification	Breakfast \$	Lunch \$	Dinner \$	Incidentals \$	Sub-total \$	Accommodation	Daily cap
APS – EL1 Salary \$138,790 and below - ATO Table 1	\$32.10	\$36.10	\$61.50	\$23.00	\$152.70	See tables below	Sub-total + accommodation
EL2 - SES Salary \$138,791 top \$247,020 - ATO Table 2	\$34.95	\$49.35	\$69.20	\$32.90	\$186.40		
SES Salary \$247,021 and above - ATO Table 3	\$38.90	\$55.00	\$77.00	\$32.90	\$203.80		

Cash withdrawal

For travel including overnight stays, a cash withdrawal may be made daily for the incidental allowance for the entire trip as specified in the table above and multiplied by the number of days. The cash withdrawal receipt must be kept for acquittal purposes. Expenditures receipts do not need to be kept for these minor expenses and any unspent proportion does not need to be returned to the department. All meals are to be purchased using a Commonwealth credit card.

Any cash withdrawal will reduce the daily rates available for accommodation and other meals or incidental costs by the amount withdrawn.

Department of Education Travel Rates

Meal and incidental entitlements for travel involving overnight stays (daily cap)

Time of departure / arrival	Classification	Day of departure			Day of return and full days		
			Daily cap (after cash withdrawal)	Max daily cap		Daily cap (after cash withdrawal)	Max daily cap
Before 7am	APS-EL1	B, L, D, I	\$129.70	\$152.70	I	\$0.00	\$23.00
	EL2-SES		\$153.50	\$186.40		\$0.00	\$32.90
	SES		\$170.90	\$203.80		\$0.00	\$32.90
After 7am	APS-EL1	L, D, I	\$97.60	\$120.60	B, I	\$32.10	\$55.10
	EL2-SES		\$118.55	\$151.45		\$34.95	\$67.85
	SES		\$132.00	\$164.90		\$38.90	\$71.80
After 1pm	APS-EL1	D, I	\$61.50	\$84.50	B, L, I	\$68.20	\$91.20
	EL2-SES		\$69.20	\$102.10		\$84.30	\$117.20
	SES		\$77.00	\$109.90		\$93.90	\$126.80
After 7pm	APS-EL1	I	\$0.00	\$23.00	B, L, D, I	\$129.70	\$152.70
	EL2-SES		\$0.00	\$32.90		\$153.50	\$186.40
	SES		\$0.00	\$32.90		\$170.90	\$203.80

Key: B = breakfast L = lunch D = dinner I = incidentals

Employees who undertake travel on official business and are required to be away from home overnight will be entitled to have their actual travel expenditure within the travel cap (as per the above table) paid for or reimbursed by the department. For an overnight stay, employees must pay for these meals/incidentals by their Commonwealth credit card.

Employees with salaries outside of ATO classification table

If an APS-EL1 employee has a salary of more than \$138,790 per year (for example, they are in receipt of Temporary Performance Loading, at the top pay point of the Senior Government Lawyer or IT Specialist classification) they must make a variance adjustment at the time they submit their HUB Trip Request. This will ensure they are paid at the correct rate for their salary, which would be the EL2-SES (ATO Table 2) rate.

This can be done by clicking 'Create Estimate' in the HUB Trip Request. The traveller must then enter the difference in value between the entitlements under the APS-EL1 (ATO Table 1) rate and EL2-SES (ATO Table 2) rate.

For example, if the traveller is an EL1 with a salary of \$139,350 (i.e. above the \$138,790 threshold) referring to the Meal and incidental entitlements for travel involving overnight stays (daily cap) table, the variance for a full day of meals and incidentals is \$33.70 (i.e. the difference between the ATO Table 2 rate of \$186.40 and the ATO Table 1 rate of \$152.70).

Department of Education Travel Rates

Capital cities accommodation rates per night

Location	Accommodation rate \$		
	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Adelaide	158	211	211
Brisbane	181	257	257
Canberra	178	246	246
Darwin	220	293	293
Hobart	176	235	235
Melbourne	173	231	265
Perth	180	245	265
Sydney	198	264	265

High cost country centres accommodation rates per night

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Albany (WA)	\$193	\$193	\$195
Alice Springs (NT)	\$206	\$206	\$206
Armada (NSW)	\$166	\$166	\$195
Ararat (VIC)	\$159	\$159	\$195
Ballarat (VIC)	\$187	\$187	\$195
Benalla (VIC)	\$168	\$168	\$195
Bendigo (VIC)	\$164	\$164	\$195
Bordertown (SA)	\$164	\$164	\$195
Bourke (NSW)	\$184	\$184	\$195
Bright (VIC)	\$180	\$180	\$195
Broken Hill (NSW)	\$161	\$161	\$195
Broome (WA)	\$220	\$220	\$220
Bunbury (WA)	\$178	\$178	\$195
Bundaberg (QLD)	\$184	\$184	\$195
Burnie (TAS)	\$178	\$178	\$195
Cairns (QLD)	\$175	\$175	\$195

Department of Education Travel Rates

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Carnarvon (WA)	\$170	\$170	\$195
Castlemaine (VIC)	\$162	\$162	\$195
Christmas Island (WA)	\$218	\$218	\$218
Cobar (NSW)	\$144	\$144	\$195
Cocos (Keeling) Islands (WA)	\$331	\$331	\$331
Dalby (QLD)	\$201	\$201	\$201
Dampier (WA)	\$175	\$175	\$195
Derby (WA)	\$192	\$192	\$195
Devonport (TAS)	\$161	\$161	\$195
Dubbo (NSW)	\$170	\$170	\$195
Emerald (QLD)	\$179	\$179	\$195
Esperance (WA)	\$180	\$180	\$195
Exmouth (WA)	\$214	\$214	\$214
Geelong (VIC)	\$175	\$175	\$195
Geraldton (WA)	\$165	\$165	\$195
Gladstone (QLD)	\$171	\$171	\$195
Gold Coast (QLD)	\$209	\$209	\$209
Gosford (NSW)	\$161	\$161	\$195
Griffith (NSW)	\$159	\$159	\$195
Halls Creek (WA)	\$170	\$170	\$195
Hervey Bay (QLD)	\$175	\$175	\$195
Horn Island (QLD)	\$345	\$345	\$345
Horsham (VIC)	\$165	\$165	\$195
Jabiru (NT)	\$216	\$216	\$216
Kalgoorlie (WA)	\$181	\$181	\$195
Karratha (WA)	\$223	\$223	\$223
Katherine (NT)	\$228	\$228	\$228
Kununurra (WA)	\$204	\$204	\$204
Launceston (TAS)	\$174	\$174	\$195
Lismore (NSW)	\$163	\$163	\$195
Mackay (QLD)	\$166	\$166	\$195
Maitland (NSW)	\$187	\$187	\$195
Mount Gambier (SA)	\$164	\$164	\$195
Mount Isa (QLD)	\$185	\$185	\$195
Mudgee (NSW)	\$188	\$188	\$195
Muswellbrook (NSW)	\$157	\$157	\$195
Nambour (QLD)	\$163	\$163	\$195

Department of Education Travel Rates

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Newcastle (NSW)	\$195	\$195	\$195
Newman (WA)	\$271	\$271	\$271
Nhulunbuy (NT)	\$230	\$230	\$230
Norfolk Island (NSW)	\$203	\$203	\$203
Northam (WA)	\$214	\$214	\$214
Nowra (NSW)	\$168	\$168	\$195
Orange (NSW)	\$202	\$202	\$202
Port Hedland (WA)	\$175	\$175	\$195
Port Lincoln (SA)	\$170	\$170	\$195
Port Macquarie (NSW)	\$190	\$190	\$195
Rockhampton (QLD)	\$174	\$174	\$195
Roma (QLD)	\$182	\$182	\$195
Shepparton (VIC)	\$167	\$167	\$195
Swan Hill (VIC)	\$181	\$181	\$195
Thursday Island (QLD)	\$323	\$323	\$323
Toowoomba (QLD)	\$161	\$161	\$195
Townsville (QLD)	\$174	\$174	\$195
Wagga Wagga (NSW)	\$177	\$177	\$195
Wangaratta (VIC)	\$186	\$186	\$195
Weipa (QLD)	\$238	\$238	\$238
Whyalla (SA)	\$167	\$167	\$195
Wilpena-Pound (SA)	\$223	\$223	\$223
Wollongong (NSW)	\$181	\$181	\$195
Wonthaggi (VIC)	\$188	\$188	\$195
Yulara (NT)	\$570	\$570	\$570

Department of Education Travel Rates

Tier 2 country centre rates per night

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Albury (NSW)	\$155	\$207	\$195
Ayr (QLD)	\$155	\$207	\$195
Bairnsdale (VIC)	\$155	\$207	\$195
Bathurst (NSW)	\$155	\$207	\$195
Bega (NSW)	\$155	\$207	\$195
Ceduna (SA)	\$155	\$207	\$195
Charters Towers (NSW)	\$155	\$207	\$195
Chinchilla (QLD)	\$155	\$207	\$195
Coffs Harbour (NSW)	\$155	\$207	\$195
Colac (VIC)	\$155	\$207	\$195
Cooma (NSW)	\$155	\$207	\$195
Cowra	\$155	\$207	\$195
Echuca (VIC)	\$155	\$207	\$195
Goulburn (NSW)	\$155	\$207	\$195
Grafton (NSW)	\$155	\$207	\$195
Gunnedah (NSW)	\$155	\$207	\$195
Hamilton (VIC)	\$155	\$207	\$195
Innisfail (QLD)	\$155	\$207	\$195
Inverell (NSW)	\$155	\$207	\$195
Kadina (SA)	\$155	\$207	\$195
Kingaroy (SA)	\$155	\$207	\$195
Maryborough (QLD)	\$155	\$207	\$195
Mildura (VIC)	\$155	\$207	\$195
Naracoorte (SA)	\$155	\$207	\$195
Narrabri (NSW)	\$155	\$207	\$195
Port Augusta (SA)	\$155	\$207	\$195
Portland (VIC)	\$155	\$207	\$195
Port Pirie (SA)	\$155	\$207	\$195
Queanbeyan (NSW)	\$155	\$207	\$195
Queenstown (TAS)	\$155	\$207	\$195
Renmark (SA)	\$155	\$207	\$195
Sale (VIC)	\$155	\$207	\$195
Seymour (VIC)	\$155	\$207	\$195
Tamworth (NSW)	\$155	\$207	\$195
Taree (NSW)	\$155	\$207	\$195
Tennant Creek (NT)	\$155	\$207	\$195
Tumut (NSW)	\$155	\$207	\$195
Warrnambool (VIC)	\$155	\$207	\$195
Wodonga (VIC)	\$155	\$207	\$195

Other country centres

Where a country centre is not detailed above, the following accommodation apply.

Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) - ATO Table 3
\$141	\$188	\$195

Non-commercial accommodation rate

SES and non-SES employees who stay in non-commercial accommodation will be paid an amount of \$55 per night on return from the trip. This amount is paid through the payroll system and is taxed accordingly.



Work Order

Australian Universities Accord – analysis of submissions to Accord Interim Report – ESE23/101825

Authority and Context

This Work Order is issued by the Commonwealth of Australia as represented by the **Department of Education (Agency)** to Nous Group Pty Ltd (66 086 210 344) (**Panel Member**) in accordance with clauses 4.2 and 5 of the *Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed)*.

In accordance with clause 5 of the Deed, this Work Order, once executed by both parties, is a separate and independent Contract formed between the Agency and the Panel Member. This contract will comprise:

- a) the Work Order, including details of the services to be provided;
- b) any Special Conditions, as outlined in the Work Order;
- c) the terms and conditions contained in Schedule 4 [Contract Supply Terms] of the Deed; and
- d) clauses 6.1 [Maximum Rates] and 7.3 [Insurance Requirements] of the Deed.

Unless the context otherwise provides, defined terms used in this Work Order have the same meaning as given in Schedule 4 [Contract Supply Terms] of the Deed.

GOVERNANCE			
1	Project Title	Analysis of submissions in response to the Australian Universities Accord Interim Report	
2	AusTender notifications:		
	Procurement Title:	RFQ for Analysis of submissions in response to the Australian Universities Accord Interim Report	
	Standing Offer Notice:	SON3352211	
3	Agency Details	Department of Education	
4	Agency's Project Manager (and Contact Officer for receipt of notices)	Name:	s 22(1)
		Position:	s 22(1)
		Postal Address:	Level 7, 50 Marcus Clarke Street, Canberra, ACT, 2601
		Phone Number:	s 22(1)
		Email Address:	s 22(1)
5	Panel Member's Full Name	Nous Group Pty Ltd	
6	Service category Panel Member appointed through	1. Research Services ☒ 2. Evaluation Services ☒ 3. Data Analysis Services ☒ 4. Operational Support Services – Human Research Ethics Committees ☐ 5. Operational Support Services – Data Management ☐ 6. Operational Support Services – Editorial and Writing ☐ 7. Operational Support Services – Quality Assurance and Peer Review ☐ 8. User-Centred Design Services – for research services ☐	
7	Panel Member's project manager (and Contact Officer for receipt of notices)	Name:	s 47F(1)
		Position:	Principal
		Postal Address:	Level 19, 567 Collins Street, Melbourne VIC 3000
		Phone Number:	s 47F(1)
		Email Address:	s 47F(1)
8	Insurances	Panel Members are required to provide certificates of currency for all of their Insurance Policies at the time of signing the Work Order.	
9	Additional Project Specific Insurance Requirements	N/A	

SUMMARY OF TIMEFRAMES AND PROJECT COSTS			
<i>Note: All payments are subject to the terms and conditions set out in the Contract Supply Terms under the RES Panel Deed.</i>			
10 a	Term of Work Order	Date of Work Order:	19 September 2023
		Commencement date:	20 September 2023
		Completion date:	3 November 2023
10 b	Work Order Periods of Extension	Extension period	N/A
11	Work Order Amount	Total project components (ex GST):	
		Total other expenses (ex GST):	
		Work Order total (ex GST):	
		Work Order total (inc. GST):	\$138,000
12	Panel Member's nominated account for EFT payment by the Agency	Bank:	
		Account Name:	
		BSB:	
		Account Number:	

SUMMARY OF SERVICES	
<i>Note: All Services must be provided in accordance with the terms and conditions set out in under the RES Panel Deed.</i>	
13	Services to be provided: • Quantitative (data pre-processing, modelling and mapping) analysis of dominant themes, areas of agreement and disagreement, as well as stakeholder cohorts. • Qualitative (thematic and content analysis) of submissions to identify stakeholder positions on key issues, areas of agreement and disagreement between stakeholders, and a summary of proposed measures of success included in submissions. • Delivery of: • An early insights report and index of submissions • A draft final report and presentation of findings for the Accord Panel • A final report • The final report must meet WCAG accessibility requirements. • The report must highlight and justify the methods of analysis, contextualise the data and draw out the findings. • The consultation reports must be accurate, relevant, engaging, and accessible to both the Accord Panel and the Department. • The deliverables must target the Accord Panel as the primary audience; however, the analysis should be plain English and of publishable quality able to be understood by a general audience. • Regular communication with the Department and reporting where required. This includes at minimum project inception and progress meetings. • All design files including graphs, charts and infographics, and reports, summaries and other assets developed throughout the duration of this contract will be

		owned by the Department and are able to be used at the Department's discretion, for work beyond this contract. These items are to be provided on request and packaged up and delivered to the Department at the end of the contract. The Department may provide the supplier with Departmental material. The supplier must ensure the Departmental material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the Department.
14	Deliverables to be provided:	Deliverables for this project are: - An initial early insights report to the Department by 29 September 2023, which should (at minimum): - Identify the number and clusters of submissions - Identify the stakeholders who have made submissions and what cohorts of stakeholders responded to which ideas - Identify dominant topics and ideas commonly responded to, including their response to the recommendations and priority actions of the Interim report - Take on board feedback from the Department on the method of analysis, and presentation of findings - Index of submissions to the Department by 20 October 2023, which should, at minimum: - A record of the key themes coded in a mutually agreed format. The purpose of this record is so the Department can identify submissions related to each key theme. - A draft final report to the Department by 20 October 2023, which should (at minimum): - Outline key themes identified through general analysis of submissions - Identify and summarise key findings against ideas, including: - Analysis of key issues emerging in responses and any recommendations - Comparison of the high-level themes from stakeholder's submissions to the Interim Report and the Discussion Paper (e.g., examining whether stakeholders have raised new ideas, or repeated ideas contained in their Discussion Paper submission and their response to the Interim Report) - Sentiment analysis (agreement/disagreement) on ideas contained in the Interim Report - Cohort analysis by stakeholder type - Examples and quotes from relevant submissions, to support the analysis - Identify key submissions - Include charts, graphs, and other visual representations of findings as relevant - A table identifying which stakeholders have contributed submissions to the Accord Priority Actions, Accord Discussion Paper, and Accord Interim Report, and the percentage of submitters who contributed across all 3 submission processes.

		• A presentation of initial findings to the Accord Panel, which should include a brief overview of key findings on 20 October 2023. • A final report to the Department by 3 November 2023, which considers the Department's feedback on the draft report. Note: all publishable deliverables must meet WCAG 2.0 guidelines.
15	Methodology	• The supplier will be required to use a mix of analytical approaches and statistical techniques to provide insights, identify issues and maximise the evidence extracted from submissions to the Interim Report. • The supplier will be required to have a detailed knowledge of, and experience in, quantitative and qualitative analysis, and an understanding of the appropriate methods to be used to extract the maximum meaning from the submissions. ○ For example, if the supplier chooses to undertake complementary analysis using automated text analysis software to facilitate the initial analysis of submissions, in responding to the RFQ, please explain the parameters that will be set to guide the software to detect themes and categories of submissions. • Examples of methodologies may include, but is not limited to, the following: ○ Qualitative - thematic and content analysis of submissions, to draw out key issues and broader meaning from the text of the submissions. This analysis should include/make provision for: ▪ Identifying categories for analysis (key themes) and coding submissions against key themes in a way that allows recurrent themes to be identified, or ranked, as priority issues that stakeholders want the review to consider. ▪ Analysis of key issues for each idea proposed in the Interim Report. ▪ Cohort analysis/segmenting by stakeholder type (including, but not limited to, universities, non-university higher education providers, higher education peak bodies, VET providers, educators and researchers, learned academies, research organisations, practitioner groups, unaffiliated individuals, students, student groups, parents and carers, unions, business/industry, advocacy bodies, state and territory governments, and other government agencies) so that priority issues can be compared by stakeholder type. ▪ Ability to quantify analysis of key themes (e.g., '80 per cent of universities raised research funding in their submission'). ▪ Sentiment analysis to determine the overall tone of responses across stakeholder submissions ○ Quantitative - statistical analysis of the number of responses to ideas in the Interim Report, in addition to the spread of responses to ideas across the above cohorts of stakeholders.

		▪ Data pre-processing to determine the body of unique submissions and clustering to identify spread of responses by sentiment. ▪ Bottom-up analysis to determine the length of meaningful phrases and the frequency distribution of these phrases. ▪ Topic modelling and topic-based key issue analysis to identify dominant topics, analyse key issues, and highlight the ideas most responded to. ▪ Stakeholder cohort analysis. • Alternatively, the Department encourages the supplier to use their expertise to suggest alternative appropriate methodologies for the required services.
16	Additional Specific Requirements as per the RFQ for this project:	Final reports and other documents produced as final deliverables for the project will need to meet the set of online standards set out in the Web Content Accessibility Guidelines (WCAG 2.0). This will ensure the report and documents are accessible to users of all abilities. The department may provide to Nous Departmental Material. Nous must ensure that the Departmental Material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the department.
17	Special Conditions as per the RFQ for this project:	Notification of Significant Events 1. For the purposes of this Special Condition, 'Significant Event' means: a. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Panel Member or its Personnel that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Panel Member or its Personnel, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation. 2. The Panel Member must immediately issue the Agency a Notice on becoming aware of a Significant Event. 3. The Notice issued under subclause 2 of this Special Condition must provide a summary of the Significant Event, including the date that it occurred and whether any Key Personnel or other Personnel engaged in connection with the Services were involved. 4. The Agency may Notify the Panel Member in writing that an event is to be considered a Significant Event for the purposes of this Special Condition, and where this occurs the Panel Member must issue a Notice under subclause 2 of this Special Condition in relation to the event within three (3) Business Days of being Notified by the Agency.

		5. Where reasonably requested by the Agency, the Panel Member must provide the Agency with any additional information regarding the Significant Event within three (3) Business Days of the request. 6. If requested by the Agency, the Panel Member must prepare a draft remediation plan and submit that draft plan to the Agency's Project Manager for approval within ten (10) Business Days of the request. 7. A draft remediation plan prepared by the Panel Member under subclause 6 of this Special Condition must include the following information: a. how the Panel Member will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Panel Member with its other obligations under the Contract; and b. how the Panel Member will ensure events similar to the Significant Event do not occur again; and c. any other matter reasonably requested by the Agency. 8. The Agency will review the draft remediation plan and either approve the draft remediation plan or provide the Panel Member with the details of any changes that are required. The Panel Member must make any changes to the draft remediation plan reasonably requested by the Agency and resubmit the draft remediation plan to the Agency for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Agency. This subclause 8 of this Special Condition will apply to any resubmitted draft remediation plan. 9. Without limiting its other obligations under the Contract, the Panel Member must comply with the remediation plan as approved by the Agency. The Panel Member agrees to provide reports and other information about the Panel Member's progress in implementing the remediation plan as reasonably requested by the Agency. 10. If the Panel Member fails to comply with its obligations under this Special Condition, the Agency may terminate this Contract under clause 13.2 [Termination for breach] of the Contract Supply Terms as a breach which is not capable of remedy. 11. The Agency's rights under this Special Condition are in addition to and do not otherwise limit any other rights the Agency may have under the Contract. The performance by the Panel Member of its obligations under this Special Condition will be at no additional cost to the Agency.
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PROJECT PERSONNEL

NOTE: All Panel Members' Key Personnel are listed in their Deed of Standing Offer, while Specified Personnel are not.

18	Name of Key Personnel	Proposed roles and responsibilities:
	s 47F(1)	Project director

s 47F(1)

		Project manager
		Expert advisor
		Senior consultant
		Project consultant
		Project consultant
19	Name of Specified Personnel	Proposed roles and responsibilities:
20	Subcontractor(s), including details of the work to be performed by subcontractor <i>NOTE: All pre-approved subcontractors for Panel Members are listed in the Deed of Standing Offer. For any subcontractors listed below that <u>are not</u> listed in the Deed of Standing Offer the Agency may require the Panel Member to provide financial and credentials information of those subcontractors for approval prior to them commencing any work.</i>	
	Name of Subcontractors:	Proposed roles and responsibilities in relation to the project:

PROJECT MATERIALS

Note: Please refer to the Deed of Standing Offer, noting in particular Agency and Panel requirements under Schedule 4 of the Deed of Standing Offer.

21	Agency Material (for this project) <i>Note: See Clause 5.1 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Material.</i>	
	Description of Agency Material to be provided /made available to the Panel Member	The Department will provide Nous with Departmental Materials, including relevant submissions to the Accord Interim Report.
	Conditions or restrictions on use of Agency Material	As per Deed of Standing Offer.
22	Contract Material (for this project) <i>Note: See Clause 5.2 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Contract Material.</i>	
	Description of Material	- Copies of submissions made to the Accord Interim Report
	Description of restrictions on the use of Contract Material	As per Deed of Standing Offer.
23	Agency Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Agency Confidential Information.</i>	
	Description of Agency Confidential Information	N/A
	Period of confidentiality	N/A
	<i>NOTE: For every new work order under the RES Panel, the selected panel member's staff are required to sign Attachment C: Deed of Confidentiality.</i>	
24	Panel Member Confidential Information (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See Clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed for any pre-agreed Panel Member Confidential Information.</i>	
	Description of Panel Member Confidential Information	N/A

	Period of confidentiality	N/A
25	Agency Data (for this project and additional to that listed in the Deed of Standing Offer) <i>Note: See Clause 7 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Agency Data	N/A
	Authorisations required to use Agency Data	As per Deed of Standing Offer.
26	Security Requirements (for this project and additional to that listed in the Deed of Standing Offer) <i>NOTE: See clauses 7 and 8 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of security requirements	As per Deed of Standing Offer.
	Costs associated with implementing security requirements	N/A.

27	DELIVERABLES PAYMENT TABLE				
Milestones	Project component description	Quantity	Cost per unit GST ex.	Total GST ex.	Total GST inc.
Stage One	Early insights report				
Stage Two	Draft report				
Stage Three	Final report				
Project component cost TOTAL					Inc. GST \$138,000
GRAND TOTAL					
Total value of project			Ex. GST	GST	Inc. GST
	WORK ORDER TOTAL		Ex. GST	GST	Inc. GST \$138,000

Payment Schedule

The table below sets out the schedule for payments and the due dates. These payment amounts should be made up of project components only, not other expenses such as travel costs. If a portion of a component is not delivered e.g. smaller number of interviews or workshops conducted, then the component payment will be altered to reflect the actual quantities delivered.

Other expenses are to be invoiced separately with the relevant receipts.

KEY PAYMENT SCHEDULE					
Milestone payments are made up of project components only. Other expenses are to be invoiced separately. See notes for information about the requirements for issuing a valid tax invoice.					
28	Milestone	Due date	Ex. GST	GST	Inc. GST
	Stage One – Early insights report	29 September 2023			
	Stage Two – Draft final report	20 October 2023			
	Stage Three – Final report	3 November 2023			

Notes

Changes to Work Order

Minor changes to the Work Order may be made if agreed in writing between the Panel Member and the Agency. Major changes to the scope or methodology, payments or end date must be made through an agreed Work Order Variation.

Additional/optional items

Any additional/optional items included in the quote must be negotiated before the Work Order is finalised and included as appropriate with the relevant conditions for approval and payment.

Invoicing requirements

A single correctly rendered invoice must be provided for each individual milestone payment, expense payment etc. Invoices with more than one item to be paid (e.g. 2 milestones or a combined milestone and expense payment) will not be able to be processed and will be returned for resubmission.

A valid correctly rendered tax invoice between the Panel Member and the Agency must contain the following:

- the words “tax invoice” stated prominently;
- the Panel Member’s name and Australian Business Number (ABN);
- the Agency’s name and address;
- the date of issue of the tax invoice;
- the title of the Work Order, the Work Order number and Purchase Order Number;
- details of fees, allowances and costs properly payable under this Work Order including the items (i.e. deliverables or milestones) to which they relate;
- the total amount payable (including GST); and
- the GST amount shown separately.

Any invoices that do not comply with the above will not be able to be processed and will be returned for correction.

Other expenses

- All 'other expenses' must be included in the above table. Funds budgeted and approved against specific line items cannot be moved to other items without agreement in writing. Funds expended above the accepted budget and line item will not be reimbursed.
- All approved 'other expenses' are to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed. Invoices must be clearly itemised including specific quantities of items delivered where appropriate.

Travel

Where Panel Members are required to travel on behalf of the Agency, the following travel payments and processes will apply.

- All travel will be conducted in line with the department's travel policy for non-SES employee travel (**Attachment C**) that includes economy airfares only at the lowest practical airfare for the day and non-SES travel rates for all meals, accommodation and incidental expenses. Expenses outside the non-SES rates will not be paid and will be responsibility of the Panel Member.
- All approved travel is to be paid for up front by the Panel Member and reimbursement sought with a correctly rendered tax invoice and supporting receipts/invoices with the approved rates and description for all items claimed.
- Disallowable expenses – the following will not be reimbursed:
 - Non-business-related items (such as personal phone calls, mini-bar expenses, laundry costs, etc.)
 - Accommodation costs that have been met by another person or entity
 - Meal costs:
 - o Where meals are provided at an event being attended
 - o That have been met by another person or entity
 - o Where accommodation or travel costs include meals (even if the meals are sourced elsewhere due to personal preference)
 - o Alcoholic beverages of any type
 - Airport lounge membership or passes
 - Excess baggage, unless specifically approved by the department
 - Accompanied travel
 - Compensation for non-commercial accommodation such as staying with a family member or friend.

EXECUTION OF THE WORK ORDER:

Executed as a contract.

Signed for and on behalf the
Commonwealth of Australia as represented
by the Department of Education by its duly
authorised representative in the presence
of

s 22(1)

Signature of witness

s 22(1)

Name of witness (print)

05/10/2023

Date

s 22(1)

Signature of representative

s 22(1)

Name of representative (print)

s 22(1)

Position of representative (print)

Signed for Nous Group Pty Ltd by its duly
authorised representative in the presence
of

s 47F(1)

Signature of witness

s 47F(1)

Name of witness (print)

27/09/2023

Date

s 47F(1)

Signature of representative

s 47F(1)

Name of representative (print)

Principal

Position of representative (print)

Attachment A: RFQ and Statement of Requirements (if required)

Attachment B: Deed of confidentiality template

Attachment C: Non-SES Travel Rates (relevant Agency's travel rates)

Attachment A

Department requirements for this RFQ

Item no.	Description	Details
1.	Proposed Contract Period	Start date: Tuesday 20 September 2023 End date: Friday 3 November 2023
2.	Contract Extension Option Period	Not applicable. Any contract extension will be subject to delegate approval.
3.	Required Services	Deliverables for this project are: • An initial early insights report to the Department by 29 September 2023, which should (at minimum): ○ Identify the number and clusters of submissions ○ Identify the stakeholders who have made submissions and what cohorts of stakeholders responded to which ideas ○ Identify dominant topics and ideas commonly responded to, including their response to the recommendations and priority actions of the Interim report ○ Take on board feedback from the Department on the method of analysis, and presentation of findings • Index of submissions to the Department by 20 October 2023, which should, at minimum: ○ A record of the key themes coded in a mutually agreed format. The purpose of this record is so the Department can identify submissions related to each key theme. • A draft final report to the Department by 20 October 2023, which should (at minimum): ○ Outline key themes identified through general analysis of submissions ○ Identify and summarise key findings against ideas, including: ▪ Analysis of key issues emerging in responses and any recommendations ▪ Comparison of the high-level themes from stakeholder's submissions to the Interim Report and the Discussion Paper (e.g., examining whether stakeholders have raised new ideas, or repeated ideas contained in their Discussion Paper submission and their response to the Interim Report) ▪ Sentiment analysis (agreement/disagreement) on ideas contained in the Interim Report ▪ Cohort analysis by stakeholder type ▪ Examples and quotes from relevant submissions, to support the analysis

Item no.	Description	Details
		○ Identify key submissions ○ Include charts, graphs, and other visual representations of findings as relevant ○ A table identifying which stakeholders have contributed submissions to the Accord Priority Actions, Accord Discussion Paper, and Accord Interim Report, and the percentage of submitters who contributed across all 3 submission processes. • A presentation of initial findings to the Accord Panel, which should include a brief overview of key findings on 20 October 2023. • A final report to the Department by 3 November 2023, which considers the Department's feedback on the draft report. Note: all publishable deliverables must meet WCAG 2.0 guidelines Suggested milestones: • Project kick-off: 20 September 2023 • Early insights report containing thematic analysis on broad themes: 29 September 2023 • Draft final report, presentation of findings for the Accord Panel, and index of submissions: 20 October 2023 • Final report: 3 November 2023
4.	Methodology	• The supplier will be required to use a mix of analytical approaches and statistical techniques to provide insights, identify issues and maximise the evidence extracted from submissions to the Interim Report. The final methodological approach can be determined with the Department when the final of submissions is known, however the approach would be expected to include a combination of the following suggestions agreed with the Department: • The supplier will be required to have a detailed knowledge of, and experience in, quantitative and qualitative analysis, and an understanding of the appropriate methods to be used to extract the maximum meaning from the submissions. ○ For example, if the supplier chooses to undertake complementary analysis using automated text analysis software to facilitate the initial analysis of submissions, in responding to the RFQ, please explain the parameters that will be set to guide the software to detect themes and categories of submissions. • Examples of methodologies may include, but is not limited to, the following: ○ Qualitative - thematic and content analysis of submissions, to draw out key issues and broader meaning from the text of the submissions. This analysis should include/make provision for: ▪ Identifying categories for analysis (key themes) and coding submissions against key themes in a way that allows recurrent themes to be identified, or ranked, as priority issues that stakeholders want the review to consider. ▪ Analysis of key issues for each idea proposed in the Interim Report.

Item no.	Description	Details
		▪ Cohort analysis/segmenting by stakeholder type (including universities, non-university higher education providers, higher education peak bodies, VET providers, educators and researchers, learned academies, research organisations, practitioner groups, unaffiliated individuals, students, student groups, parents and carers, unions, business/industry, advocacy bodies, state and territory governments, and other government agencies) so that priority issues can be compared by stakeholder type. ▪ Ability to quantify analysis of key themes (e.g., '80 per cent of universities raised research funding in their submission'). ▪ Sentiment analysis to determine the overall tone of responses across stakeholder submissions ○ Quantitative - statistical analysis of the number of responses to ideas in the Interim Report, in addition to the spread of responses to ideas across the above cohorts of stakeholders. ▪ Data pre-processing to determine the body of unique submissions and clustering to identify spread of responses by sentiment. ▪ Bottom-up analysis to determine the length of meaningful phrases and the frequency distribution of these phrases. ▪ Topic modelling and topic-based key issue analysis to identify dominant topics, analyse key issues, and highlight the ideas most responded to. ▪ Stakeholder cohort analysis. • Alternatively, the Department encourages the supplier to use their expertise to suggest alternative appropriate methodologies for the required services. • Final methodological approach can be finalised with the Department when the number and scope of submissions received is known. The supplier is expected to consider ethics in their proposal, including cost and time required for external Human Research Ethics Committee (HREC) review should this be deemed necessary. For Department of Education staff, an internal ethics risk review of all projects is undertaken before they commence to determine their ethics risk and any requirement for an external HREC.
5.	Documentation	The department may provide to the supplier Departmental Material. The supplier must ensure that the Departmental Material is used strictly in accordance with any conditions or restrictions specified in Schedule 4: Contract Supply Terms of the Deed and any direction by the department.
6.	Selection criteria Please note in preparing your response to this RFQ Panel	The preferred supplier will be selected based on having submitted the response that provides the best value for money as determined by an assessment against the following selection criteria. 1. Demonstrated ability and experience in project delivery.

Item no.	Description	Details
	Members should ensure they address this selection criteria.	a. Organisational ability, experience and track record of effectively and successfully managing and delivering projects of similar size, scope and complexity. 2. Demonstrated understanding of the required services. a. Suitability of proposed methodology in meeting the requirements of the RFQ (e.g., research type, subject matter, cohort, sensitivities, etc.) b. Understanding of the required services and relevant issue(s), context and policy of interest. c. Clear understanding of the requirements of the RFQ. 3. Demonstrated capacity to deliver the required services. a. Resourcing to be allocated as part of the services, including backup staff. b. Suitability of proposed methodology in meeting the requirements of the RFQ within the given timeframe, including contingencies. 4. Technical skills and knowledge to successfully deliver the required services. a. Individual proposed project team members' demonstrated knowledge, experience and qualifications in relation to the methodology and requirements of the RFQ. b. Methodology demonstrates ability to provide the services in a manner that is technically sound, rigorous, practical, ethical and appropriate to the cohort/subject matter. 5. Strong stakeholder engagement capability. a. Ability to understand, negotiate and operate within a range of contexts - political, social, cultural, geographical and personal. b. Ability to successfully identify and effectively engage with a broad and diverse range of stakeholders to deliver the required services. 6. Ability to deliver clear and high quality reports. a. Clarity and quality of information (consistency, spelling, grammar, departmental information represented, acronyms explained) in response to the RFQ. b. Accessibility of information by technical and non-technical audiences as demonstrated by the response. c. Compliance with WCAG 2.0 requirements.
7.	Intellectual Property Rights – ownership of Contract Material	The department owns the intellectual property rights in Contract Material as per Schedule 4: Contract Supply Terms of the Deed.
8.	Insurance	As per Schedule 1, clause 4 of the Deed, Panel Members are required to submit a copy of their current insurance certificates of currency with their quote.
9.	Pricing	As per Clause 4.1.3 of the Deed, "Any fees specified in any Quotation must be based on rates that do not exceed the Panel Maximum Rates" under their Deed.

Item no.	Description	Details
		Pricing should include and itemise all components required to complete the project in the time period specified such as consultant fees, participant recruitment/incentives, travel etc. Pricing for this Quote is to be provided in the format at Attachment B. A Key Milestones/Deliverables and Payment Schedule at Attachment C will also need to be completed based on the pricing in Attachment B.
10.	Travel	Where Panel Members are required to travel on behalf of the department, the following travel payments and processes will apply. All travel costs should be included in the overall project budget and quoted response. All travel will be conducted in line with the department's travel policy for non-SES employee travel. That includes economy airfares only at the lowest practical airfare for the day and non-SES travel rates for all meals, accommodation and incidental expenses. Expenses outside the non-SES rates will not be paid and will be responsibility of the Panel Member. A copy of the relevant rates can be supplied on request. All approved travel is to be paid for up front by the Panel Member and reimbursement sought with a <u>correctly rendered tax invoice</u> and supporting receipts for all items claimed. The following will not be reimbursed: • Non-business-related items (such as personal phone calls, mini-bar expenses, laundry costs) • Accommodation costs that have been met by another person or entity • Meal costs: ○ Where meals are provided at an event being attended ○ That have been met by another person or entity ○ Where accommodation or travel costs include meals, (even if the meals are sourced elsewhere due to personal preference) ○ Alcoholic beverages of any type • Airport lounge membership or passes • Excess baggage, unless specifically approved by the department • Accompanied travel • Compensation for non-commercial accommodation such as staying with a family member or friend.
11.	Other requirements	Location/s Canberra or collaboration with the Department of Education via videoconference. Special Conditions Not Applicable. Security Clearance Requirements As per the Deed of Standing Offer.

Item no.	Description	Details
		Data Security Agency Data must be used strictly in accordance with any conditions or restrictions specified in Item 7 of Schedule 4: Contract Supply Terms of the Deed and any direction by the department. Confidential Information The department's confidential information is listed under Item 5 of Schedule 1 of the Deed. If the Panel Member has information specific to the delivery of the services being offered in relation to this project that are different to those listed in Item 5 of Schedule 1 of the Deed, these are to be listed under 'Other requirements' in Attachment A. Standard Form of Quotation The Panel Member must respond using the 'Standard Form of Quotation' (at Attachment A) and provide all the information as detailed. Responses that do not include all the information may be excluded from further consideration. In preparing your response to this RFQ Panel Members should ensure they address the selection criteria listed in Item 6.
12.	Conditions of Lodgement	The department reserves the right to, among other things: • not proceed with this procurement • change, vary or modify its requirements at any time with prior notification to all parties • provide responses to any questions about this RFQ to all relevant parties • extend the closing date and time on notification to all parties • not accept the lowest priced response • at any time, approach the market to conduct a tender or other procurement process in relation to the subject matter of this RFQ • enter into negotiations with, or seek information from, a selected respondent or selected respondents. In submitting your response, you acknowledge that: • nothing in this request will be construed as creating any legally binding contract (express or implied) • the terms of the request are based exclusively on this RFQ, and any addenda to this RFQ that has been issued • the department is not responsible for any costs or expenses incurred by your organisation in addressing the requirements of this RFQ • you have: ○ examined this RFQ, any documents referenced in this RFQ, other relevant information provided ○ relied entirely upon your own enquiries in respect of the subject matter of your response

Item no.	Description	Details
		○ not relied on any warranty, representation, conduct, letter, document or arrangement made by the department, whether oral or in writing, except as expressly provided in this RFQ or any addenda issued to the RFQ ○ satisfied yourself as to the correctness and sufficiency of your response, including prices.

Attachment B



Australian Government
Department of Education

DEED OF CONFIDENTIALITY

THIS DEED OF CONFIDENTIALITY is made on the.....day of.....2023

by (Hereinafter called "the Confidant")

WHEREAS:

- A. The Confidant is an employee or subcontractor of Nous Group Pty Ltd 66 086 210 344 ("the Contractor").
- B. On or around the date of this Confidentiality Agreement, the Contractor has entered or will enter into a Work Order issued by the Commonwealth of Australia ('the Commonwealth') as represented by the Department of Education ("Agency") for the Australian Universities Accord – System Governance and Stewardship ESE23-101598 ("the Services").
- C. For the purposes of carrying out the Services, the Contractor and the Confidant may have access to certain Agency Confidential Information as defined in the Deed of Standing Offer for the Supply of Research and Evaluation Services as part of a Refreshable Panel of Suppliers ("the Deed of Standing Offer") and the Work Order ("Agency Confidential Information").
- D. The Contractor has undertaken that it will not disclose the Agency Confidential Information without the prior permission of the Commonwealth.
- E. The Commonwealth has required the Contractor to obtain from its employees and employees of its subcontractors engaged in the performance of the Services a written undertaking relating to the non-disclosure of Agency Confidential Information.

The Confidant covenants as follows:

- 1) In this Deed "Agency Confidential Information" includes information that:
 - a) is by its nature confidential;
 - b) is "Our Confidential Information" and/or "Personal Information" as defined in the contract between the Commonwealth and the Contractor for the Services;
 - c) is designated by the Commonwealth, other than in this Deed, as confidential;
 - d) the Confidant knows or ought to know is confidential; and
- 2) The Confidant undertakes to keep secret and protect and preserve the confidential nature and secrecy of all Agency Confidential Information. In particular the Confidant shall not, without the prior written approval of the Commonwealth, use, copy, access, modify or disclose to any person other than the Commonwealth, any Confidential Information relating to the Services, except as provided for by this Deed. In giving written approval the Commonwealth may impose such terms and conditions as it thinks fit.
- 3) Clause 2 does not prevent the Confidant from disclosing Agency Confidential Information which is:
 - a) already known by the Confidant, with no obligation of confidentiality, prior to the disclosure thereof.
 - b) publicly known or becomes publicly known not due to any unauthorised act of the Confidant.
 - c) rightfully received from a third party.
 - d) independently developed by the Confidant without use of the Agency Confidential Information; or
 - e) required to be disclosed pursuant to a legal requirement provided that the Confidant gives the Commonwealth written notice of such requirement prior to any disclosure.
- 4) The Confidant shall use, access, modify, disclose or retain the Agency Confidential Information only for the purpose of the performance of the Services as contemplated by the Commonwealth. The Confidant shall not disclose the Agency Confidential Information to the Contractor or any subcontractor, employee, servant or agent of the Contractor except on a need-to-know basis for the purpose of performing the Services.
- 5) Upon termination of the Work Order or upon the request of the Commonwealth, the Confidant shall return all copies of the Agency Confidential Information, including any Agency Confidential Information stored or contained in computer readable form, to the Commonwealth, or certify in writing that all copies of the Agency Confidential Information have been destroyed.
- 6) The Confidant must keep the Commonwealth indemnified against any and all losses, costs, damages, expenses, claims or actions inclusive of all reasonable legal fees and

disbursements incurred or sustained by the Commonwealth as a result of or arising out of any breach of an obligation of the Confidant pursuant to this Deed or any other person who has access to the Agency Confidential Information through the Confidant.

- 7) The Confidant acknowledges that the publication or communication of any fact or document which has come to the Confidant's knowledge or into the Confidant's possession or custody by virtue of the performance of the Services (other than to the person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under section 70 of the *Crimes Act 1914*. Such an offence attracts substantial penalties, including imprisonment.
- 8) The Confidant acknowledges that a breach of this Deed may cause irreparable harm to the Commonwealth for which monetary damages may not be an adequate remedy. Accordingly, in addition to other remedies that may be available, the Commonwealth may seek and obtain injunctive relief against such a breach or threatened breach.
- 9) The Confidant remains bound by this Deed notwithstanding the termination of the Work Order between the Contractor and the Commonwealth or the termination of the employment or subcontracting arrangement between the Contractor and the Confidant.

IN WITNESS WHEREOF this Deed has been duly executed on the date first mentioned above:

SIGNED SEALED AND DELIVERED

by (signature)

(printed name)

in the presence of:

..... (signature)

(printed name)

Travel Policy – Travel Rates

Department of Education



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Travel Rates

Overview

The department obtains its travel rates from the Australian Tax Office (ATO). The ATO reviews the domestic travel and related allowance amounts for public officers each year. The below rates were updated as per the [2023-24 ATO travel rates](#).

Meals and incidentals rates (daily cap)

Classification	Breakfast \$	Lunch \$	Dinner \$	Incidentals \$	Sub-total \$	Accommodation	Daily cap
APS – EL1 Salary \$138,790 and below - ATO Table 1	\$32.10	\$36.10	\$61.50	\$23.00	\$152.70	See tables below	Sub-total + accommodation
EL2 - SES Salary \$138,791 top \$247,020 - ATO Table 2	\$34.95	\$49.35	\$69.20	\$32.90	\$186.40		
SES Salary \$247,021 and above - ATO Table 3	\$38.90	\$55.00	\$77.00	\$32.90	\$203.80		

Cash withdrawal

For travel including overnight stays, a cash withdrawal may be made daily for the incidental allowance for the entire trip as specified in the table above and multiplied by the number of days. The cash withdrawal receipt must be kept for acquittal purposes. Expenditure receipts do not need to be kept for these minor expenses and any unspent proportion does not need to be returned to the department. All meals are to be purchased using a Commonwealth credit card.

Any cash withdrawal will reduce the daily rates available for accommodation and other meals or incidental costs by the amount withdrawn.

Meal and incidental entitlements for travel involving overnight stays (daily cap)

Time of departure / arrival	Classification	Day of departure			Day of return and full days		
			Daily cap (after cash withdrawal)	Max daily cap		Daily cap (after cash withdrawal)	Max daily cap
Before 7am	APS-EL1	B, L, D, I	\$129.70	\$152.70	I	\$0.00	\$23.00
	EL2-SES		\$153.50	\$186.40		\$0.00	\$32.90
	SES		\$170.90	\$203.80		\$0.00	\$32.90
After 7am	APS-EL1	L, D, I	\$97.60	\$120.60	B, I	\$32.10	\$55.10
	EL2-SES		\$118.55	\$151.45		\$34.95	\$67.85
	SES		\$132.00	\$164.90		\$38.90	\$71.80
After 1pm	APS-EL1	D, I	\$61.50	\$84.50	B, L, I	\$68.20	\$91.20
	EL2-SES		\$69.20	\$102.10		\$84.30	\$117.20
	SES		\$77.00	\$109.90		\$93.90	\$126.80
After 7pm	APS-EL1	I	\$0.00	\$23.00	B, L, D, I	\$129.70	\$152.70
	EL2-SES		\$0.00	\$32.90		\$153.50	\$186.40
	SES		\$0.00	\$32.90		\$170.90	\$203.80

Key: B = breakfast L = lunch D = dinner I = incidentals

Employees who undertake travel on official business and are required to be away from home overnight will be entitled to have their actual travel expenditure within the travel cap (as per the above table) paid for or reimbursed by the department. For an overnight stay, employees must pay for these meals/incidentals by their Commonwealth credit card.

Employees with salaries outside of ATO classification table

If an APS-EL1 employee has a salary of more than \$138,790 per year (for example, they are in receipt of Temporary Performance Loading, at the top pay point of the Senior Government Lawyer or IT Specialist classification) they must make a variance adjustment at the time they submit their HUB Trip Request. This will ensure they are paid at the correct rate for their salary, which would be the EL2-SES (ATO Table 2) rate.

This can be done by clicking 'Create Estimate' in the HUB Trip Request. The traveller must then enter the difference in value between the entitlements under the APS-EL1 (ATO Table 1) rate and EL2-SES (ATO Table 2) rate.

For example, if the traveller is an EL1 with a salary of \$139,350 (i.e. above the \$138,790 threshold) referring to the Meal and incidental entitlements for travel involving overnight stays (daily cap) table, the variance for a full day of meals and incidentals is \$33.70 (i.e. the difference between the ATO Table 2 rate of \$186.40 and the ATO Table 1 rate of \$152.70).

Capital cities accommodation rates per night

Location	Accommodation rate \$		
	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Adelaide	158	211	211
Brisbane	181	257	257
Canberra	178	246	246
Darwin	220	293	293
Hobart	176	235	235
Melbourne	173	231	265
Perth	180	245	265
Sydney	198	264	265

High cost country centres accommodation rates per night

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Albany (WA)	\$193	\$193	\$195
Alice Springs (NT)	\$206	\$206	\$206
Armadale (NSW)	\$166	\$166	\$195
Ararat (VIC)	\$159	\$159	\$195
Ballarat (VIC)	\$187	\$187	\$195
Benalla (VIC)	\$168	\$168	\$195
Bendigo (VIC)	\$164	\$164	\$195
Bordertown (SA)	\$164	\$164	\$195
Bourke (NSW)	\$184	\$184	\$195
Bright (VIC)	\$180	\$180	\$195
Broken Hill (NSW)	\$161	\$161	\$195
Broome (WA)	\$220	\$220	\$220
Bunbury (WA)	\$178	\$178	\$195
Bundaberg (QLD)	\$184	\$184	\$195
Burnie (TAS)	\$178	\$178	\$195
Cairns (QLD)	\$175	\$175	\$195

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Carnarvon (WA)	\$170	\$170	\$195
Castlemaine (VIC)	\$162	\$162	\$195
Christmas Island (WA)	\$218	\$218	\$218
Cobar (NSW)	\$144	\$144	\$195
Cocos (Keeling) Islands (WA)	\$331	\$331	\$331
Dalby (QLD)	\$201	\$201	\$201
Dampier (WA)	\$175	\$175	\$195
Derby (WA)	\$192	\$192	\$195
Devonport (TAS)	\$161	\$161	\$195
Dubbo (NSW)	\$170	\$170	\$195
Emerald (QLD)	\$179	\$179	\$195
Esperance (WA)	\$180	\$180	\$195
Exmouth (WA)	\$214	\$214	\$214
Geelong (VIC)	\$175	\$175	\$195
Geraldton (WA)	\$165	\$165	\$195
Gladstone (QLD)	\$171	\$171	\$195
Gold Coast (QLD)	\$209	\$209	\$209
Gosford (NSW)	\$161	\$161	\$195
Griffith (NSW)	\$159	\$159	\$195
Halls Creek (WA)	\$170	\$170	\$195
Hervey Bay (QLD)	\$175	\$175	\$195
Horn Island (QLD)	\$345	\$345	\$345
Horsham (VIC)	\$165	\$165	\$195
Jabiru (NT)	\$216	\$216	\$216
Kalgoorlie (WA)	\$181	\$181	\$195
Karratha (WA)	\$223	\$223	\$223
Katherine (NT)	\$228	\$228	\$228
Kununurra (WA)	\$204	\$204	\$204
Launceston (TAS)	\$174	\$174	\$195
Lismore (NSW)	\$163	\$163	\$195
Mackay (QLD)	\$166	\$166	\$195
Maitland (NSW)	\$187	\$187	\$195
Mount Gambier (SA)	\$164	\$164	\$195
Mount Isa (QLD)	\$185	\$185	\$195
Mudgee (NSW)	\$188	\$188	\$195
Muswellbrook (NSW)	\$157	\$157	\$195
Nambour (QLD)	\$163	\$163	\$195

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Newcastle (NSW)	\$195	\$195	\$195
Newman (WA)	\$271	\$271	\$271
Nhulunbuy (NT)	\$230	\$230	\$230
Norfolk Island (NSW)	\$203	\$203	\$203
Northam (WA)	\$214	\$214	\$214
Nowra (NSW)	\$168	\$168	\$195
Orange (NSW)	\$202	\$202	\$202
Port Hedland (WA)	\$175	\$175	\$195
Port Lincoln (SA)	\$170	\$170	\$195
Port Macquarie (NSW)	\$190	\$190	\$195
Rockhampton (QLD)	\$174	\$174	\$195
Roma (QLD)	\$182	\$182	\$195
Shepparton (VIC)	\$167	\$167	\$195
Swan Hill (VIC)	\$181	\$181	\$195
Thursday Island (QLD)	\$323	\$323	\$323
Toowoomba (QLD)	\$161	\$161	\$195
Townsville (QLD)	\$174	\$174	\$195
Wagga Wagga (NSW)	\$177	\$177	\$195
Wangaratta (VIC)	\$186	\$186	\$195
Weipa (QLD)	\$238	\$238	\$238
Whyalla (SA)	\$167	\$167	\$195
Wilpena-Pound (SA)	\$223	\$223	\$223
Wollongong (NSW)	\$181	\$181	\$195
Wonthaggi (VIC)	\$188	\$188	\$195
Yulara (NT)	\$570	\$570	\$570

Tier 2 country centre rates per night

Location	Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
Albury (NSW)	\$155	\$207	\$195
Ayr (QLD)	\$155	\$207	\$195
Bairnsdale (VIC)	\$155	\$207	\$195
Bathurst (NSW)	\$155	\$207	\$195
Bega (NSW)	\$155	\$207	\$195
Ceduna (SA)	\$155	\$207	\$195
Charters Towers (NSW)	\$155	\$207	\$195
Chinchilla (QLD)	\$155	\$207	\$195
Coffs Harbour (NSW)	\$155	\$207	\$195
Colac (VIC)	\$155	\$207	\$195
Cooma (NSW)	\$155	\$207	\$195
Cowra	\$155	\$207	\$195
Echuca (VIC)	\$155	\$207	\$195
Goulburn (NSW)	\$155	\$207	\$195
Grafton (NSW)	\$155	\$207	\$195
Gunnedah (NSW)	\$155	\$207	\$195
Hamilton (VIC)	\$155	\$207	\$195
Innisfail (QLD)	\$155	\$207	\$195
Inverell (NSW)	\$155	\$207	\$195
Kadina (SA)	\$155	\$207	\$195
Kingaroy (SA)	\$155	\$207	\$195
Maryborough (QLD)	\$155	\$207	\$195
Mildura (VIC)	\$155	\$207	\$195
Naracoorte (SA)	\$155	\$207	\$195
Narrabri (NSW)	\$155	\$207	\$195
Port Augusta (SA)	\$155	\$207	\$195
Portland (VIC)	\$155	\$207	\$195
Port Pirie (SA)	\$155	\$207	\$195
Queanbeyan (NSW)	\$155	\$207	\$195
Queenstown (TAS)	\$155	\$207	\$195
Renmark (SA)	\$155	\$207	\$195
Sale (VIC)	\$155	\$207	\$195
Seymour (VIC)	\$155	\$207	\$195
Tamworth (NSW)	\$155	\$207	\$195
Taree (NSW)	\$155	\$207	\$195
Tennant Creek (NT)	\$155	\$207	\$195
Tumut (NSW)	\$155	\$207	\$195
Warrnambool (VIC)	\$155	\$207	\$195
Wodonga (VIC)	\$155	\$207	\$195

Other country centres

Where a country centre is not detailed above, the following accommodation apply.

Per night rates for APS – EL1 (salary \$138,790 and below) - ATO Table 1	Per night rates for EL2 – SES (salary \$138,791 to \$247,020) - ATO Table 2	Per night rates for SES (salary \$247,021 and above) – ATO Table 3
\$141	\$188	\$195

Non-commercial accommodation rate

SES and non-SES employees who stay in non-commercial accommodation will be paid an amount of \$55 per night on return from the trip. This amount is paid through the payroll system and is taxed accordingly.