



**Australian Government**  
**Department of Education**

# **LONG FORM SERVICES CONTRACT IN RELATION TO THE QUALITY INDICATORS FOR LEARNING AND TEACHING 2024-2027**

**Commonwealth of Australia represented by the Department of Education**  
ABN 12 862 898 150

**The Social Research Centre**  
ACN: 096 153 212 / ABN: 91 096 153 212

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## CONTRACT TERMS

### Parties

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This Contract is made between and binds the following parties:

1. Commonwealth of Australia represented by the Department of Education ABN 12 862 898 150 (**the Customer**)
2. The Social Research Centre ACN: 096 153 212 / ABN: 91 096 153 212 (**the Supplier**)

### Context

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This Contract is made in the following context:

- A. The Customer requires the provision of certain services.
- B. The Supplier has fully informed itself about the Customer's requirements in relation to those services.
- C. The parties have agreed that the Supplier will perform the Services for the Customer on the terms and conditions set out in this Contract.

### Operative Provisions

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#### 1. Interpretation

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##### 1.1. Definitions

1.1.1. In this Contract, unless the context indicates otherwise:

<b>Additional Services</b>	means the Consents Project, the Weighting Approach Phase 1 and the ESS Methodology and Response Maximisation Project Phase 1;
<b>Administration Services</b>	means the services described in Item 2.1;
<b>Approved Remediation Plan</b>	means a Remediation Plan approved by the Customer pursuant to clause 4;
<b>Attachment</b>	means a document attached to this Contract or incorporated by reference in a Schedule, and includes an Attachment as amended or replaced from time to time by agreement in writing between the parties;
<b>Australian Information Commissioner</b>	means the person appointed under section 14 of the <i>Australian Information Commissioner Act 2010</i> (Cth);

<b>Australian Privacy Principle or APP</b>	has the same meaning as it has in section 6 of the Privacy Act;
<b>Business Day</b>	means a weekday that is not a Saturday, Sunday or public holiday in Australian Capital Territory;
<b>CHESSN or Commonwealth Higher Education Student Support Number</b>	means the personal identification number allocated to students during their first application/enrolment process from 1 January 2015;
<b>Child</b>	means a person under the age of 18 years, and 'Children' has a similar meaning;
<b>Child Safety Obligations</b>	means those obligations relating to the protection of the safety of Children which are set out in clause 26.3;
<b>Commencement Date</b>	means the date specified in Item 6.1 or if no date is specified, the date on which the last party executes this Contract;
<b>Commonwealth Material</b>	means any Material: <ul style="list-style-type: none"> <li>a. provided by the Customer to the Supplier for the purposes of this Contract; or</li> <li>b. derived at any time from the Material referred to in paragraph a;</li> </ul>
<b>ComparED website</b>	means the website, <a href="http://www.compared.edu.au">www.compared.edu.au</a> ;
<b>Completion Date</b>	means the date specified in Item 6.2;
<b>Confidential Information</b>	means information that: <ul style="list-style-type: none"> <li>a. is by its nature confidential;</li> <li>a. is designated by a party as confidential and is described in Item 16;</li> <li>b. is agreed in writing by the parties after the Commencement Date as being confidential; or</li> <li>c. a party knows or ought to know is confidential,</li> </ul> but does not include information that: <ul style="list-style-type: none"> <li>d. is or becomes public knowledge otherwise than by breach of this Contract or any other confidentiality obligation; or</li> <li>e. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt; or</li> </ul>

	f. has been independently developed or acquired by the Supplier without breach of any obligation of confidence;
<b>Conflict</b>	means any matter, circumstance, interest, or activity affecting the Supplier, its Personnel or subcontractors which may or may appear to impair the ability of the Supplier to provide the Services to the Customer diligently and independently;
<b>Conflict of Interest Declaration</b>	means a declaration in the form of Schedule 3 or as otherwise required by the Customer;
<b>Consents Project</b>	means project described in Item 3.2;
<b>Contract</b>	means this agreement between the Customer and the Supplier, as amended from time to time in accordance with clause 26.11, and includes its Schedules and any Attachments;
<b>Contract Material</b>	means any Material: <ul style="list-style-type: none"> <li>a. created for the purposes of this Contract;</li> <li>b. provided or required to be provided to the Customer as part of the Services; or</li> <li>c. derived at any time from the Material referred to in paragraphs a or b;</li> </ul>
<b>Customer Data</b>	includes: <ul style="list-style-type: none"> <li>a. any Personal Information held by the Supplier in relation to this Contract;</li> <li>b. all Commonwealth Material; and</li> <li>c. all data and information relating to the Customer, and its operations, facilities, customers, Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Customer;</li> </ul>
<b>Customer's Assets</b>	means assets belonging to (even in the possession of the Supplier or the Supplier's subcontractors) or in the possession of the Customer;
<b>Cyber Incident</b>	means a single or series of unwanted or unexpected cyber security events that have a significant probability of compromising business operations and threatening information security. This includes denying, disrupting or theft of information on ICT systems and where the confidentiality, integrity or availability of a system or the information stored, processed or communicated by it may be affected;

<b>Eligible Data Breach</b>	has the same meaning as it has in section 6 of the Privacy Act;
<b>ESS or Employer Satisfaction Survey</b>	means the survey of supervisors regarding the generic skills, technical skills and work readiness of graduates employed in their workplace;
<b>ESS Methodology and Response Maximisation Project Phase 1</b>	means the project described in Item 3.4;
<b>ESS National Report</b>	means the official publication, published on the QILT Website, providing the results and analysis of the ESS survey;
<b>ESS Services</b>	means the services described in Item 2.5;
<b>Existing Material</b>	means any Material, except Commonwealth Material, which is in existence at the Commencement Date or which is developed independently of this Contract and which is incorporated in, supplied with or as part of, or required to be supplied with or as part of, the Contract Material and includes, but is not limited to, Material specified in Item 15;
<b>Extended Service Period</b>	means any period of time from the Completion Date;
<b>General Interest Charge Rate</b>	means the interest charge determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day that payment is due. Details of the General Interest Charge Rate are available from the Australian Taxation Office website;
<b>GOS or Graduate Outcomes Survey</b>	means the survey completed by graduates from Australian higher education institutions four to six months after completion of their course providing information on the labour market outcomes and further study activities of graduates;
<b>GOS International Report</b>	means the official publication, published on the QILT Website, providing the results and analysis of the GOS for international students;
<b>GOS National Report</b>	means the official publication, published on the QILT Website, providing the results and analysis of the GOS for domestic students
<b>GOS Services</b>	means the services described in Item 2.3;
<b>GOS-L or Graduate Outcomes Survey - Longitudinal</b>	means the supplement survey to the GOS, measuring the medium-term employment outcomes and further study activities of a cohort of higher education graduates who

	responded to the GOS three to four years after they completed their course;
<b>GOS-L National Report</b>	means the official publication, published on the QILT Website, providing the results and analysis of the GOS-L;
<b>GOS-L Services</b>	means the services described in Item 2.4;
<b>GST</b>	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);
<b>Higher Education Liaison Strategy</b>	means the strategy developed by the Supplier in accordance with Item 2.7;
<b>higher education provider or provider</b>	has the same meaning as 'registered higher education provider' as defined in section 5 of the <i>Tertiary Education Quality and Standards Agency Act 2011</i> ;
<b>Indicators</b>	means measures based on focus areas or items within the QILT Survey Suite;
<b>Indigenous Enterprise</b>	means an organisation that is 50% or more Indigenous owned that is operating a business;
<b>Indigenous Procurement Policy</b>	means the Indigenous Procurement Policy of the Commonwealth, details of which are available at <a href="https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy">https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy</a>
<b>Information Officer</b>	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010</i> (Cth) when performing privacy functions as defined in that Act;
<b>Intellectual Property Rights</b>	includes: <ul style="list-style-type: none"> <li>a. all copyright (including rights in relation to phonograms and broadcasts);</li> <li>b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and</li> <li>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,</li> </ul> but does not include: <ul style="list-style-type: none"> <li>d. Moral Rights;</li> <li>e. the non-proprietary rights of performers;</li> </ul>
<b>Item</b>	means an item in Schedule 1;

<b>Legislation</b>	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
<b>Material</b>	means anything in relation to which Intellectual Property Rights arise;
<b>Milestone</b>	means a key performance obligation for the Supplier under this Contract as set out in Item 6.4;
<b>Milestone Date</b>	means the date for achievement of a Milestone as set out in Item 11;
<b>Milestone Payment</b>	means a payment of an amount set out in Item 11 in respect of a Milestone;
<b>Moral Rights</b>	means the following non-proprietary rights of authors of copyright Material: <ul style="list-style-type: none"> <li>a. the right of attribution of authorship;</li> <li>b. the right of integrity of authorship; and</li> <li>c. the right not to have authorship falsely attributed;</li> </ul>
<b>Official Information</b>	has the meaning given in the Protective Security Policy Framework, as amended or replaced from time to time, and available at <a href="https://www.protectivesecurity.gov.au/">https://www.protectivesecurity.gov.au/</a> ;
<b>Open Access Licence</b>	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the Material subject to certain restrictions. An Open Access Licence includes any Customer or Commonwealth open access licence and any Creative Commons Attribution licence (see <a href="http://creativecommons.org.au/learn-more/licences/">http://creativecommons.org.au/learn-more/licences/</a> );
<b>QILT Working Group</b>	committee comprising of planning officials, university and non-university higher education providers and representatives to provide advice to the Customer on the QILT program;
<b>Personal Information</b>	has the same meaning as it has in section 6 of the Privacy Act;
<b>Personnel</b>	means: <ul style="list-style-type: none"> <li>a. in relation to the Supplier - any natural person who is an officer, employee, agent or professional advisor of the Supplier or of its subcontractors; and</li> <li>b. in relation to the Customer - any natural person, other than a person referred to in paragraph a, who is an officer,</li> </ul>

	employee, agent or professional advisor of the Commonwealth;
<b>Privacy Act</b>	means the <i>Privacy Act 1988</i> (Cth);
<b>Project Officer</b>	means the person specified (by name or position) in Item 8 or any substitute notified to the Supplier;
<b>Protective Security Policy Framework or PSPF</b>	means the Australian Government's protective security requirements for the protection of its people, information and assets, including the Protective Security Protocols and the PSPF Protective Security Governance Guidelines - Security of Outsourced Services and Functions, as amended or replaced from time to time, and accessible at: <a href="https://www.protectivesecurity.gov.au/">https://www.protectivesecurity.gov.au/</a> ;
<b>QILT or Quality Indicators for Learning and Teaching program</b>	means the suite of surveys for higher education that cover the student life cycle from commencement to employment to provide government and the sector with robust, nationally consistent performance data to uphold and drive quality improvement;
<b>QILT Collected Data</b>	means the data collected through the QILT Survey Suite;
<b>QILT Data Protocols</b>	means the data protocols which set out the principles, rules and procedures governing the access to, use and dissemination of QILT Collected Data;
<b>QILT Survey Suite</b>	means, collectively, the ESS, SES, GOS-L, GOS;
<b>QILT Website</b>	means the website, <a href="http://www.qilt.edu.au">www.qilt.edu.au</a> , provides the administrative functionality for the QILT Survey Suite;
<b>Related Body Corporate</b>	a 'related body corporate' within the meaning given to that term in section 50 of the <i>Corporations Act 2001</i> (Cth). Related Companies has a corresponding meaning;
<b>Remediation Plan</b>	means the plan prepared by the Supplier in accordance with clause 4;
<b>Respondent Engagement Strategy</b>	means the strategy developed by the Supplier in accordance with Item 2.8;
<b>Sample frame</b>	means the source material or device from which a sample is drawn including a list of all those within a population who can be sampled and may include individuals or organisations;

<b>Schedule</b>	means a schedule to this Contract and includes a schedule as amended or replaced from time to time by agreement in writing between the parties;
<b>Security Incident</b>	means an actual or suspected security breach, violation, contact or approach from those seeking unauthorised access to Official Information;
<b>Services</b>	means: <ul style="list-style-type: none"> <li>a. Administration Services;</li> <li>b. ESS Services;</li> <li>c. GOS Services;</li> <li>d. GOS-L Services;</li> <li>e. SES Services; and</li> <li>f. Website Services,</li> </ul> as described in Item 2 and includes the provision to the Customer of the Material specified in Item 4;
<b>SES or Student Experience Survey</b>	means the survey of current higher education students in Australia on aspects of their experience in higher education in Australia to measure the quality of their educational experience;
<b>SES International Report</b>	means the official publication, published on the QILT Website, providing the results and analysis of the SES for international students;
<b>SES National Report</b>	means official publication, published on the QILT Website, providing the results and analysis of the SES for domestic students;
<b>SES Services</b>	means the services described in Item 2.2;
<b>Significant Event</b>	<ul style="list-style-type: none"> <li>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 Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or</li> <li>b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance</li> </ul>

with Commonwealth policy and legislation or the Commonwealth's reputation.

<b>Specified Personnel</b>	means the Personnel specified in Item 10 as required to perform all or part of the work constituting the Services;
<b>Survey Elements</b>	means each of the surveys that make up the QILT Survey Suite;
<b>TCSI or Tertiary Collection of Student Information</b>	means the joint project between the Customer and Services Australia which collects information about students that study with approved higher education providers and data regarding staff at those higher education providers;
<b>TEQSA</b>	means Tertiary Education Quality and Standards Agency;
<b>Term of this Contract</b>	means the period described in clause 1.5.1, and as extended under clause 1.5.3;
<b>Transition Out Plan</b>	a plan provided in accordance with clause 24.2;
<b>USI or Unique Student Identifier</b>	means a combination of ten numbers and letters that is unique to each student, and from 2021, once provided by a student becomes their primary identifier and replaces the CHESSN;
<b>Website Services</b>	means the services described in Item 2.6;
<b>Weighting Approach Phase 1</b>	means the project described in Item 3.3;
<b>WGE Act</b>	means the <i>Workplace Gender Equality Act 2012</i> (Cth); and
<b>WHS Laws</b>	means the <i>Work Health and Safety Act 2011</i> (Cth) and any regulations made under that Act.

## 1.2. Interpretation

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

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any Legislative provision includes any statutory modification, substitution or re-enactment of that Legislation;

- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules and any Attachments form part of this Contract;
- j. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- k. if any conflict arises between any part of the Schedules and any part of an Attachment, the relevant Schedule prevails; and
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

**1.3. Guidance on construction of Contract**

- 1.3.1. This Contract represents the parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 1.3.2. This Contract supersedes all tendered offers, prior representations, communications, agreements, statements or understandings, whether oral or in writing.
- 1.3.3. As far as possible all provisions of this Contract will be construed so as not to be void or otherwise unenforceable.
- 1.3.4. If anything in this Contract is void or otherwise unenforceable then it will be severed and the rest of this Contract remains in force.
- 1.3.5. A provision of this Contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

**1.4. Precedence of documents**

- 1.4.1. This Contract is comprised of:
  - a. clauses 1 to 26 (inclusive) of this Contract;
  - b. the Schedule(s); and
  - c. the Attachment(s).
- 1.4.2. If there is ambiguity or inconsistency between the documents comprising this Contract, the document appearing higher in the list in clause 1.4.1 will have precedence.

**1.5. Term of the Contract**

- 1.5.1. This Contract commences on the Commencement Date and continues until the Completion Date, unless otherwise extended or terminated in accordance with this Contract.
- 1.5.2. The Customer may, at its absolute discretion, offer the Supplier an extension of the Term of this Contract for one or more Extended Service Periods by giving Notice to the Supplier not less than 20 Business Days prior to the Completion Date.
- 1.5.3. If:

- a. the Customer offers the Supplier an extension of the Term of this Contract under clause 1.5.2; and
  - b. the Supplier accepts the offer,
- the Term of this Contract will be extended in accordance with the offer.

## **2. Provision of Services**

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### **2.1. Principal obligations of Supplier**

#### **2.1.1. The Supplier must:**

- a. perform the Services as specified in Item 2;
- b. undertake, coordinate and deliver the Services, including all work necessary and incidental for proper and due completion of the Services (whether or not specified);
- c. perform the Services diligently, effectively, to a high professional standard and in a manner that does not bring the Services into disrepute;
- d. provide, or develop and deliver to the Customer the Contract Material specified in Item 4;
- e. adopt relevant best practice and comply with all applicable Australian standards (or in its absence an applicable international standard), including those specified in Item 5;
- f. comply with all applicable industry standards and guidelines, and any Customer or Commonwealth policies, standards or guidelines specified in Item 5;
- g. meet all Milestones, and comply with the time frames for the performance of the Services specified in Item 6.4;
- h. ensure that the Supplier's Personnel (including Specified Personnel) exercise skill, care and diligence and perform the Services to a high professional standard and in accordance with relevant best practice, including any Commonwealth and industry standards;
- i. obtain all approvals and licences necessary to perform the Services in accordance with this Contract;
- j. submit invoices, and any required supporting documents, in the manner specified in Item 7; and
- k. comply with all other requirements specified in Schedule 1.

2.1.2. Except where otherwise specified, the Supplier is responsible for the provision of all resources and equipment necessary for performance of the Services.

### **2.2. Records management**

#### **2.2.1. The Supplier must:**

- a. maintain proper business and accounting records; and

- b. keep copies of all certifications, licences and records confirming compliance with any other regulatory requirements,

relating to the supply of the Services and the performance of this Contract, including records:

- c. enabling the amounts payable by the Customer under this Contract to be determined and verified, including any pass-through costs or reimbursable expenses; and
- d. confirming compliance with all applicable regulatory requirements or Australian or international standards.

2.2.2. The Supplier must not transfer, or permit the transfer of custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer.

2.2.3. All Commonwealth records, including any held by subcontractors, must be protected at all times from unauthorised access use by a third party, misuse, damage and destruction. Commonwealth records must be retained for the periods set out in the *Archives Act 1983* (Cth)) or delivered to the Customer after the finalisation of this Contract as directed by the Customer.

2.2.4. The Supplier must ensure that it keeps all records relating to this Contract in accordance with any applicable regulatory or statutory requirements and in any event for a period of at least seven (7) years after the expiration or earlier termination of this Contract.

2.2.5. The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Crimes Act 1914* (Cth) and the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of prescribed official information and sets out the penalties for the unauthorised disclosure of that information.

### **2.3. Liaison**

2.3.1. The Supplier must:

- a. liaise with the Project Officer, or any other person nominated by the Customer, as reasonably required by the Customer; and
- b. comply with all reasonable requests or directions issued by, or from, the Customer.

2.3.2. The parties will each nominate one of their Personnel to liaise with each other on day-to-day, routine matters.

2.3.3. The Supplier must authorise a representative and the Customer will authorise the Project Officer to:

- a. clarify the operation of, or resolve disagreements about, the terms of this Contract;
- b. issue, or take receipt of, notices under this Contract; and
- c. act as their representatives in the dispute processes described in clause 12.

2.3.4. The Supplier must provide information and reports to the Customer:

- a. at the times and in the manner required by this Contract; and
  - b. as may reasonably be required by the Customer.
- 2.3.5. If the Supplier becomes aware of a change, or proposed change, to its Personnel or the overall structure of its organisation which may impact upon its capacity to deliver the Services, the Supplier must inform the Customer immediately in writing.
- 2.4. Subcontractors**
- 2.4.1. With the exception of any approved subcontractors specified in Item 9, the Supplier must not subcontract the performance of any part of the Services without the Customer's prior written approval.
- 2.4.2. The Customer may impose any conditions it considers appropriate when giving its approval under clause 2.4.1.
- 2.4.3. The Supplier must make available to the Customer (if requested) details of all subcontractors engaged in the performance of the Services.
- 2.4.4. The Supplier acknowledges, and must inform all subcontractors that, the Customer may publicly disclose the names of any subcontractors engaged in the performance of the Services.
- 2.4.5. The Supplier must not enter into a subcontract for the performance of any part of the Services with a subcontractor:
- a. who is a 'relevant employer' under the WGE Act, unless that subcontractor has provided the Supplier with a current letter of compliance from the [Workplace Gender Equality Agency](#);
  - b. listed as a terrorist under section 15 of the *Charter of the United Nations Act 1945* (Cth); and
  - c. that does not have a Valid and Satisfactory Statement of Tax Record if required in accordance with clause 21.
  - d. that has unethical behaviour and/or deficiencies in performance under prior contracts (including failure to abide by substantive requirements such as confidentiality or conflict of interest provisions).
- 2.4.6. If the Supplier receives notification of non-compliance with the WGE Act from a subcontractor approved under this clause 2.4, then the Supplier must immediately provide details of that non-compliance to the Customer.
- 2.4.7. The Customer may revoke approval of a subcontractor for performance of Services under this Contract (including any subcontractor identified in Item 9) on any reasonable ground by giving written notice to the Supplier. On receipt of the notice the Supplier must, at its own cost, promptly cease using that subcontractor and arrange their replacement with Personnel or another subcontractor acceptable to the Customer.

**2.5. Not used.**

**2.6. Specified Personnel and Personnel**

2.6.1. The Supplier must ensure that the Specified Personnel perform work in relation to the Services in accordance with this Contract.

2.6.2. If Specified Personnel are unable to perform the work as required under clause 2.6.1, the Supplier must notify the Customer immediately.

2.6.3. The Supplier must, at the request of the Customer acting in its absolute discretion, remove Personnel (including Specified Personnel) from work in relation to the Services.

2.6.4. If clause 2.6.2 or clause 2.6.3 applies, the Supplier will provide replacement Personnel acceptable to the Customer at no additional cost and at the earliest opportunity.

2.6.5. The Supplier is responsible for all payments to its Personnel providing Services under this Contract, including payment by way of salary, remuneration or commissions, bonuses, annual leave, long service leave, personal leave, termination, redundancy, taxes, superannuation or worker's compensation premiums and liabilities.

**2.7. Extension of provisions to subcontractors and Personnel**

2.7.1. The Supplier must ensure that:

- a. its subcontractors and Personnel comply with all relevant requirements of the Contract; and
- b. any contract entered into in connection with this Contract imposes all relevant requirements of this Contract on the other party. In relation to subcontracts, that agreement must also contain a clause requiring the subcontractor to impose all relevant requirements of this Contract on any secondary subcontractors.

2.7.2. The Supplier must exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a requirement of this Contract in accordance with any direction by the Customer.

**2.8. Responsibility of Supplier**

2.8.1. The Supplier is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:

- a. involvement by the Customer in the performance of the Services;
- b. subcontracting of the Services or any approval of a subcontractor or imposition of any conditions by the Customer under clause 2.4;
- c. acceptance by the Customer of Specified Personnel; or
- d. payment made to the Supplier on account of the Services.

**2.9. Conduct of Supplier**

2.9.1. The Supplier must, at all times, act:

- a. in good faith towards the Customer and its Personnel; and
  - b. in a manner that maintains the good reputation of the Customer, its Personnel and the Services.
- 2.9.2. The Supplier must not engage in any practice that dishonestly or improperly manipulates the Services with the intention of maximising payments to, or otherwise obtaining a benefit for, the Supplier, a Related Body Corporate, or any other person.

**2.10. No exclusivity**

- 2.10.1. The Supplier acknowledges that it is not the exclusive provider of services of the type provided under this Contract and that the Customer may, from time to time and at its absolute discretion, procure such services from other service providers or may provide the services itself.

**3. Monitoring and evaluation**

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**3.1. Evaluation activities**

- 3.1.1. The Supplier acknowledges and agrees that:
- a. evaluation activities may be undertaken by the Customer, or a third party engaged by the Customer, for the purposes of evaluating the Services, including the Supplier's performance, and may include:
    - i. monitoring, measuring and evaluating the delivery of the Services by the Supplier;
    - ii. the Customer, or an independent evaluator nominated by the Customer, interviewing the Supplier's Personnel and any subcontractors; and
    - iii. the Supplier giving the Customer, or an independent evaluator nominated by the Customer, access to the Supplier's premises and Material, including Existing Material and Contract Material; and
  - b. the Supplier will fully cooperate with and assist the Customer, or any third party engaged by the Customer, in relation to all such activities.

**4. Remediation of underperformance**

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**4.1. Obligation to prepare Remediation Plan**

- 4.1.1. If:
- a. the Supplier fails to meet a Milestone Date; or
  - b. the Customer identifies performance issues in the course of an evaluation activity conducted in accordance with clause 3.1,
- the Customer may issue a notice (**Remediation Plan Notice**) to the Supplier requiring the Supplier to submit a draft Remediation Plan in accordance with the time period specified in the Remediation Plan Notice.

- 4.1.2. If the Customer issues a Remediation Plan Notice under clause 4.1.1, the Supplier must, with the time period specified in the Remediation Plan Notice, submit to the Customer a draft Remediation Plan setting out how and when the Supplier will address the underperformance in performing the Services and address, at a minimum, the following items:
- a. an analysis of the root cause of the underperformance;
  - b. current mitigations in place to ensure no escalation of the underperformance;
  - c. the key activities to be completed to resolve the underperformance;
  - d. the date of completion of the key activities;
  - e. the resources dedicated to the rectification of the underperformance;
  - f. plans to ensure there will be no recurrence of the underperformance; and
  - g. any other items specified in the Remediation Plan Notice.
- 4.1.3. If the Supplier submits to the Customer a draft Remediation Plan, the Customer may:
- a. approve the draft Remediation Plan, in which case the draft Remediation Plan will become the Approved Remediation Plan; or
  - b. acting reasonably, request amendments to the draft Remediation Plan, in which case the Supplier must make the amendments and resubmit the draft Remediation Plan for the Customer's approval, within two (2) Business Days following receiving the request. If approved by the Customer, the amended draft Remediation Plan will become the Approved Remediation Plan.
- 4.1.4. The Supplier must comply with the Approved Remediation Plan.
- 4.1.5. If the Supplier fails to comply with the terms of an Approved Remediation, then the Customer may terminate this Contract under clause 16.2.

## **5. Publicity**

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### **5.1. Customer's right to publicise the Services**

- 5.1.1. The Customer may, by any means, publicise and report on the Services and on the awarding of this Contract to the Supplier, including the Supplier's name, the amounts of any payments made, or expected to be paid to the Supplier, and a description of the Services.

### **5.2. Acknowledgement and promotion**

- 5.2.1. The Supplier must market and promote the Services and deal with enquiries relating to the provision of the Services, in accordance with the obligations set out in Schedule 1 and as otherwise required by the Customer during the Term of this Contract.
- 5.2.2. The Supplier must, in all publications, and in all promotional, publicity and advertising Materials or activities of any type undertaken by, or on behalf of, the Supplier relating to the Services or this Contract:
- a. comply with any promotion and style guidelines issued by the Customer;

- b. use badging and signage as notified by the Customer;
- c. acknowledge the financial and other support the Supplier has received from the Commonwealth; and
- d. deliver to the Customer (at the Customer's request and the Supplier's cost) copies of all promotional, publicity and advertising Materials that the Supplier has developed for the purposes of this Contract.

### **5.3. Publicity consent**

5.3.1. If the Supplier photographs, films or records individuals (in any medium) for the purposes of creating promotional, publicity or advertising Materials relating to the Services or this Contract, the Supplier must ensure that each individual consent to:

- a. participating in the creation of such Material; and
- b. the use and publication of such Material (in any medium) by the Customer, the Commonwealth and the Customer's agents (such as any photographer, interviewer, creative agency or media organisation).

## **6. Fees, allowances and assistance**

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### **6.1. Principal obligations of Customer**

6.1.1. Subject to this Contract, the Customer must:

- a. pay the fees in the instalments specified in Item 11;
- b. pay the allowances and meet the costs specified in Item 12;
- c. make all payments as and when specified in Item 7; and
- d. provide facilities and assistance as specified in Item 13.

### **6.2. Payment**

6.2.1. The Supplier must provide a correctly rendered invoice to the Customer for the fees in accordance with the requirements in Item 7.

6.2.2. The Customer will only be liable to make payments under clause 6.1.1 subject to:

- a. the receipt of a correctly rendered invoice for an amount properly due under this Contract;
- b. the claim for payment being accompanied by any other relevant documentation necessary to establish, to the Customer's reasonable satisfaction, that the claim for the particular Milestone Payment is in accordance with Schedule 1 of this Contract; and
- c. completion, to the Customer's reasonable satisfaction, of the relevant part of the Services to which the payment relates.

**6.3. Customer's rights to defer payment**

- 6.3.1. The Customer will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any payment if and for so long as:
- a. the Supplier has not completed, to the satisfaction of the Customer, that part of the Services to which the payment relates; or
  - b. the Supplier is otherwise in breach of its requirements under this Contract.

**6.4. Taxes, duties and government charges**

- 6.4.1. Except as provided by this clause 6.4, the Supplier must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract.
- 6.4.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this Contract is exclusive of any GST imposed on the supply.
- 6.4.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 6.4.4. No party may claim or retain from the other party any amount in relation to a supply made under this Contract for which the first party can obtain an input tax credit or decreasing adjustment.

**6.5. Superannuation**

- 6.5.1. This Contract is entered into on the understanding that the Customer is not required to make any superannuation contributions in connection with this Contract, unless stated to the contrary in Item 11.

**6.6. Recovery of overpayment**

- 6.6.1. If, at any time, an overpayment occurs for any reason (including where an invoice is found to have been incorrectly rendered after payment) then this amount must be repaid to the Customer within 20 Business Days of a written notice from the Customer, or, dealt with as directed in writing by the Customer.
- 6.6.2. An overpayment may be recovered from the Supplier, including by offsetting that overpayment against any amount subsequently due to the Supplier under this Contract or any other arrangement between the parties.
- 6.6.3. If an overpayment is not repaid to the Customer, the General Interest Charge Rate is payable on the amount after the expiry of the 20 Business Days' notice referred to in clause 6.6.1, until the amount is paid in full.
- 6.6.4. An amount owed to the Customer under clause 6.6.1 and any interest amount owed under clause 6.6.3 is recoverable by the Customer as a debt due to the Customer by the Supplier without further proof of the debt.

## **7. Intellectual Property Rights**

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### **7.1. Use of Commonwealth Material**

7.1.1. The Customer must provide Commonwealth Material to the Supplier as specified in Item 14.

7.1.2. The Customer grants (or will procure) a royalty-free, non-exclusive licence for the Supplier to use, reproduce and adapt the Commonwealth Material solely for the purposes of providing the Services.

7.1.3. The Supplier must use the Commonwealth Material strictly in accordance with any conditions or restrictions set out in Item 14, and any direction from the Customer.

### **7.2. Rights in Contract Material**

7.2.1. Intellectual Property Rights in all Contract Material vests or will vest in the Customer.

7.2.2. Clause 7.2.1 does not affect the ownership of Intellectual Property Rights in:

- a. any Commonwealth Material incorporated in Contract Material; or
- b. any Existing Material.

7.2.3. The Supplier grants to (or will procure for) the Customer a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Existing Material for any purpose.

7.2.4. The Supplier acknowledges and agrees that the licence granted in clause 7.2.3 includes a right for the Customer to licence the Existing Material to the public under an Open Access Licence.

7.2.5. The Supplier must, on request by the Customer, create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 7.2.

7.2.6. The Supplier warrants that:

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

to deal with the Intellectual Property Rights in the Contract Material in the manner provided for in this clause 7.2.

### **7.3. Moral Rights**

7.3.1. In this clause 7.3, **Permitted Acts** means any of the following classes or types of acts or omissions:

- a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
- b. supplementing the Contract Material with any other Material;
- c. using the Contract Material in a different context to that originally envisaged;

- d. releasing the Contract Material to the public under an Open Access Licence;
- e. using the Contract Material in advertising, merchandising or promotional purposes of any kind; and
- f. incorporating the Contract Material into a website, mobile application, video production, digital resource, or other multi-media resource,

but does not include false attribution or authorship.

- 7.3.2. Where the Supplier is a natural person and the author of the Contract Material, the Supplier consents to the performance of the Permitted Acts by the Customer or any person claiming under or through the Customer (whether occurring before or after the consent is given).
- 7.3.3. Where clause 7.3.2 does not apply, the Supplier must obtain from each author of any Contract Material a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Customer or any person claiming under or through the Customer (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to the Customer.
- 7.3.4. This clause 7.3 does not apply to any Commonwealth Material incorporated in the Contract Material.

## **8. Confidential Information**

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### **8.1. Confidential Information not to be disclosed**

- 8.1.1. Subject to clause 8.3, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- 8.1.2. In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

### **8.2. Written undertakings**

- 8.2.1. The Supplier must, on request by the Customer at any time, to arrange for the Personnel to give a written undertaking in a form acceptable to the Customer relating to the use and non-disclosure of Confidential Official Information.
- 8.2.2. If the Supplier receives a request under clause 8.2.1, it must promptly arrange for all such undertakings to be given.

### **8.3. Exceptions to obligations**

- 8.3.1. The obligations on the parties under this clause 8 will not be taken to have been breached to the extent that Confidential Information:
  - a. is disclosed by a party to its Personnel to enable that party to comply with obligations, or to exercise rights, under this Contract;
  - b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;

- c. is disclosed by the Customer to the responsible Minister;
- d. is disclosed by the Customer in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or the Parliament of the State or Territory, the Commonwealth Ombudsman, or the Australian National Audit Office;
- e. is shared by the Customer within the Customer's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
- f. is authorised or required by law to be disclosed; or
- g. is in the public domain otherwise than due to a breach of this clause 8.

#### **8.4. Period of confidentiality**

8.4.1. The obligations under this clause 8 continue, notwithstanding the expiry or termination of this Contract:

- a. in relation to an item of information described in Item 16, for the period set out in respect of that Item; and
- b. in relation to any information which the parties agree in writing after the Commencement Date is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information.

#### **8.5. No reduction in privacy obligations**

8.5.1. Nothing in this clause 8 derogates from any obligation which either party may have either under relevant privacy Legislation and standards, including the Privacy Act as amended from time to time, or under this Contract, in relation to the protection of Personal Information.

### **9. Security**

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#### **9.1. Interpretation**

9.1.1. In this clause 9 regardless of whether or not the first letter of any word is capitalised, 'asset', 'Australian Government Information Security Manual', 'confidentiality', 'conflict of interest', 'ICT system', 'information security', 'need-to-know', 'personnel security', 'physical security', 'protective security', 'resources', 'security classified information', 'security breach', 'security clearance' and 'security incident', have the meaning given to them in the Protective Security Policy Framework.

#### **9.2. Compliance with PSPF**

9.2.1. The Supplier must, and must ensure the Supplier's Personnel, comply with:

- a. the security requirements detailed in the Protective Security Policy Framework as minimum standards (to the extent applicable to the Services);
- b. any security requirements specified at Item 17; and

- c. any additional security requirements notified by the Customer from time to time, including any changes to the requirements referred to in this clause 9.2.1. Such other security requirements must be complied with from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

### **9.3. Supplier's security obligations**

- 9.3.1. The Supplier and its Personnel who require access to Official Information and/or the Customer's Assets in order to perform their role, comply with obligations, or to exercise rights, under this Contract must:
  - a. have and maintain an appropriate security clearance as specified in Item 17; and
  - b. attend any security training provided by the Customer.
- 9.3.2. The Supplier must ensure that Personnel without the required security clearance do not access Official Information and/or the Customer's Assets.
- 9.3.3. The Supplier acknowledges that if any Supplier Personnel loses their security clearance or causes a Security Incident, the Customer may:
  - a. after consultation with the Supplier, require the replacement of that person; or
  - b. immediately terminate this Contract for cause under clause 16.2.
- 9.3.4. The Supplier must not, and ensure its Personnel do not, perform the Services outside Australia without the Customer's prior written approval.

### **9.4. Official Information**

- 9.4.1. In relation to Official Information, the Supplier must:
  - a. if and when requested by the Customer, arrange for it and its Personnel to promptly execute a declaration of interest and deed of non-disclosure, in a form reasonably required by the Customer, relating to the use and non-disclosure of Official Information in connection with the Contract;
  - b. promptly notify and disclose to the Customer any conflict of interest affecting it or its Personnel or subcontractors that may impact on security in the performance of the Supplier's obligations with respect to Official Information under the Contract;
  - c. promptly inform, and keep informed, its Personnel in respect of all of the Customer's security requirements and the Supplier's security obligations under the Contract, including that the obligation to maintain confidentiality of Official Information is ongoing (notwithstanding termination or expiry of this Contract or the Personnel's involvement with the Contract);
  - d. ensure that its Personnel have and use systems that comply with all applicable requirements of the Australian Government Information Security Manual (<https://www.asd.gov.au/cyber-security>), for the electronic processing, storage, transmission and disposal of Official Information;

- e. ensure that its Personnel have and use systems that comply with all applicable requirements of the Australian Signals Directorate's Strategies to Mitigate Cyber Security Incidents (<https://www.cyber.gov.au/resources-business-and-government/essential-cyber-security/strategies-mitigate-cyber-security-incidents>); and
- f. implement, and ensure that its Personnel implement, appropriate security procedures in compliance with its obligations under this clause 9 and if, and when requested by the Customer, provide details of such procedures to the Customer.

**9.5. Security classification**

- 9.5.1. Unless otherwise notified by the Customer, the highest level of security classification of Official Information that the Supplier will have access to under this Contract is that specified in Item 17.

**9.6. Security checks**

- 9.6.1. The Customer may undertake any security checks it considers appropriate of the Supplier or its Personnel.

**9.7. Security breaches**

- 9.7.1. The Supplier must notify the Customer immediately on becoming aware of any actual or suspected Security Incident or Cyber Incident.
- 9.7.2. The Supplier agrees that if a Security Incident or Cyber Incident occurs, the Supplier will immediately comply with all directions and procedures of the Customer in order to address the Security Incident or Cyber Incident, including by:
- a. notifying the Australian Cyber Security Centre, or any other relevant body, as required by the Customer;
  - b. obtaining evidence about how, when and by whom the Supplier's information system and/or the Customer Data has or may have been compromised, providing it to the Customer on request, and preserving and protecting that evidence for a period of up to 12 months;
  - c. implementing any mitigation strategies to reduce the impact of the Security Incident or Cyber Incident or the likelihood or impact of any future similar incident; and
  - d. preserving and protecting Customer Data (including as necessary reverting to any backup or alternative site or taking other action to recover Customer Data).
- 9.7.3. The Supplier acknowledges that if any Supplier Personnel causes a Security Incident or Cyber Incident, the Customer may immediately terminate this Contract for fault under clause 16.2.

**9.8. Consequences of breach**

- 9.8.1. The Supplier acknowledges that any failure to fully comply with any of its obligations under clauses 8 and 9 may, for the purposes of clause 16.2.1, be treated by the Customer in its absolute discretion as a failure that is not capable of remedy.

**10. Dealing with Copies and access to documents**

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**10.1. Actions at end of Contract**

- 10.1.1. The Supplier must, on expiration or termination of this Contract, deal with all Copies as directed by the Customer, subject to any requirement of law binding on the Supplier.

**10.2. Access to documents**

- 10.2.1. In this clause 10.2, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).
- 10.2.2. The Supplier acknowledges that this Contract is a Commonwealth contract.
- 10.2.3. Where the Customer has received a request for access to a document created by, or in the possession of, the Supplier or any subcontractor that relates to the performance of this Contract (and not to the entry into this Contract), the Customer may at any time by written notice require the Supplier to provide the document to the Customer and the Supplier must, at no additional cost to the Customer, promptly comply with the notice.
- 10.2.4. The Supplier must include in any subcontract relating to the performance of this Contract provisions that will enable the Supplier to comply with its obligations under this clause 10.2.

**11. Liability**

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**11.1. Proportionate liability regimes excluded**

- 11.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Supplier under or in connection with this Contract.

**11.2. Joint and several liability**

- 11.2.1. To the extent permitted by law, where more than one entity is bound by this Contract as the Supplier (including where the Supplier is a partnership), each of those entities is jointly and severally liable for the performance of all of Supplier's obligations under this Contract.

**11.3. Indemnity**

- 11.3.1. The Supplier indemnifies the Customer from and against any:
- a. cost or liability incurred by the Customer;
  - b. loss of or damage to property of the Customer; or

- c. loss or expense incurred by the Customer in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Customer,

arising from either:

- d. a breach by the Supplier of this Contract; or
- e. an act or omission involving fault on the part of the Supplier or its Personnel or subcontractors in connection with this Contract.

11.3.2. The Supplier's liability to indemnify the Customer under clause 11.3.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Customer or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

11.3.3. The right of the Customer to be indemnified under this clause 11.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Customer is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

11.3.4. In this clause 11, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including fraud.

## **12. Dispute resolution**

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### **12.1. Procedure for dispute resolution**

12.1.1. For any dispute arising under this Contract, the parties agree that its representatives will, at all times, act with complete propriety, fairly and in accordance with the highest professional standards. Both parties agree to deal with claims promptly, not causing unnecessary delay and act ethically and cooperatively to resolve disputes.

12.1.2. For any dispute arising under this Contract both the Supplier and the Customer agree to comply with paragraphs (a) to (f) of this clause 12.1 sequentially:

- a. The Project Officer and the Supplier will try to settle the dispute by direct negotiation.
- b. If not resolved within five (5) Business Days, the party claiming that there is a dispute under this Contract will give the other party a notice setting out the nature of the dispute and propose a solution. The date the dispute notice is issued will be the Notice Date.
- c. Within ten (10) Business Days of the Notice Date, each party will nominate a more senior representative (**Representative**) who has not had prior direct involvement in the dispute. Unless the proposed solution is acceptable to both Representatives, the Representatives will meet within ten (10) Business Days of the Notice Date and try to settle the dispute by direct negotiation.

- d. Failing settlement within twenty (20) Business Days of the Notice Date, unless the parties agree to continue the mediation process for a further period agreed by the parties, the Customer will, without delay, refer the dispute to an appropriately qualified mediator agreed by the Representatives. If the parties are not able to agree on a mediator, the Customer will refer the dispute to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the parties.
- e. For the mediation process, both parties agree to appoint nominees who are available to attend the mediation as a priority activity and have the authority to bind the relevant party. The nominees must act in good faith to genuinely attempt to resolve the dispute.
- f. If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the parties.

**12.2. Costs**

- 12.2.1. The costs of a mediator will be shared equally between the parties. The Customer and the Supplier will otherwise each bear their own costs associated with the dispute resolution.

**12.3. Continued performance**

- 12.3.1. Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue its performance under this Contract.

**12.4. Exemption**

- 12.4.1. This procedure for dispute resolution does not apply to:
  - a. action by the Customer under or purportedly under clause 16.1;
  - b. action by either party under or purportedly under clause 16.2; or
  - c. legal proceedings by either party seeking urgent interlocutory relief.

**13. Complaints**

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**13.1. Government Procurement (Judicial Review) Act 2018**

- 13.1.1. The Government Procurement (Judicial Review) Act 2018 protects the rights of suppliers or potential suppliers to government agencies.
- 13.1.2. Please refer to the Department of Education Complaints website (<https://www.education.gov.au/about-department/contact-us/complaints>) for guidance on how you can lodge a complaint under the Act, or to lodge a general procurement complaint.

## **14. Notification of Significant Events**

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### **14.1. Notification of Significant Events**

- 14.1.1. The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 14.1.2. The Notice issued under clause 14.1.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Services were involved.
- 14.1.3. The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Supplier must issue a Notice under clause 14.1.1 in relation to the event within three (3) Business Days of being notified by the Customer.
- 14.1.4. Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 14.1.5. If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Project Officer for approval within ten (10) Business Days of the request.
- 14.1.6. A draft remediation plan prepared by the Supplier under clause 14.1.5 must include the following information:
- a. how the Supplier 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 Supplier with its other obligations under the Contract; and
  - b. how the Supplier will ensure events similar to the Significant Event do not occur again; and
  - c. any other matter reasonably requested by the Customer.
- 14.1.7. The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 14.1.7 will apply to any resubmitted draft remediation plan.
- 14.1.8. Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
- 14.1.9. A failure by the Supplier to comply with its obligations under this clause will be a material breach of the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The

performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.

## **15. National Anti-Corruption Commission Act 2022 (Cth) Requirements**

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### **15.1. NACC Act requirements**

- 15.1.1. The Supplier acknowledges that in providing the Services to the Customer under the Contract, it is a contracted service provider for the purposes of the National Anti-Corruption Commission Act 2022 (Cth) (**NACC Act**).
- 15.1.2. The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

## **16. Termination or reduction in scope of Services**

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### **16.1. Termination for convenience**

- 16.1.1. The Customer may by notice, at any time and in its absolute discretion, terminate this Contract or reduce the scope of the Services immediately.
- 16.1.2. The Supplier must, on receipt of a notice of termination or reduction:
- a. stop or reduce work as specified in the notice;
  - b. take all available steps to minimise loss resulting from that termination or reduction; and
  - c. continue work on any part of the Services not affected by the notice.
- 16.1.3. The Customer's liability to pay under this clause 16.1 is subject to the Supplier's strict compliance with this clause 16.1.
- 16.1.4. In the event of termination under this clause 16.1.1:
- a. the Customer will be liable only to:
    - i. subject to clause 16.1.4.b, make any payments that are payable under this Contract to the Supplier before the effective date of termination;
    - ii. reimburse any expenses the Supplier unavoidably incurs relating entirely to Services not covered under clause 16.1.4.a.i, subject to the Supplier's full and proper substantiation of those expenses to the Customer's complete satisfaction; and
  - b. any payments that are payments in advance will, as determined by the Customer at its absolute discretion, abate to the extent that they relate to the conduct of the Services after the date on which the termination takes effect;
- 16.1.5. The Customer will not be liable to pay amounts under clauses 16.1.4.a.i and 16.1.4.a.ii which would, added to any fees already paid to the Supplier under this Contract, together exceed the fees set out in Item 11.

16.1.6. In the event of a reduction in the scope of the Services under this clause 16.1.1, the Customer's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 6 will be reduced to reflect the reduced costs incurred by the Supplier in providing the remaining Services, unless otherwise agreed in writing by the parties.

16.1.7. The Supplier will not be entitled to compensation for loss of prospective profits.

## **16.2. Termination for fault**

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

- a. *not capable of remedy* - may, by notice, terminate this Contract immediately; or
- b. *capable of remedy* - may, by notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Contract immediately by giving a second notice.

16.2.2. The Customer may also by notice terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Supplier:

- a. *being a corporation* – subject to any applicable requirement of the *Corporations Act 2001* (Cth), comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001* (Cth), or has an order made against it for the purpose of placing it under external administration; or
- b. *being an individual* - becomes bankrupt or enters into a scheme of arrangement with creditors.

## **17. Notices**

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### **17.1. Format, addressing and delivery**

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

- a. *if given by the Supplier to the Customer* - addressed to the Project Officer at the address specified in Item 19 or as otherwise notified by the Customer; or
- b. *if given by the Customer to the Supplier* - given by any of the Customer's Personnel to any of the Supplier's Personnel.

17.1.2. A notice is to be:

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

### **17.2. When effective**

17.2.1. A notice is deemed to be effected:

- a. *if delivered by hand* - upon delivery to the relevant address;

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

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

**18. Modern slavery**

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- 18.1.1. In this clause 18, **Modern Slavery** has the meaning given to that term in the Modern Slavery Acts and includes all other slavery-like practices.
- 18.1.2. The Supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.
- 18.1.3. If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Contract, the Supplier must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

**19. Australian Industry Participation Plan**

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Not applicable

**20. Indigenous Procurement Policy**

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**20.1. Application and definitions**

20.1.1. In this clause:

- |   |   |
|---|---|
| <b>Indigenous Participation Plan</b>                            | means the plan set out at Schedule 2 to this Contract; and  |
| <b>Indigenous Procurement Policy Reporting Solution (IPPRS)</b> | means the online portal where contractors report on their progress against their MMR.                                 |
| <b>MMR</b>  | means Mandatory Minimum Indigenous Participation requirements under the Commonwealth’s Indigenous Procurement Policy. |

20.1.2. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

20.1.3. The Supplier must use its reasonable endeavours to increase its:

- a. purchasing from Indigenous Enterprises; and
  - b. employment of Indigenous Australians,
- in the delivery of the Services.

- 20.1.4. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous Enterprise as a subcontractor, and use of Indigenous suppliers in the Supplier's supply chain.
- 20.1.5. Without limiting clause 20.1.3, the Supplier must comply with the Indigenous Participation Plan.
- 20.1.6. The Supplier must submit a written report to the Customer via the IPPRS on its compliance with the Indigenous Participation Plan to the Customer:
- a. at least once every quarter during the Term of this Contract;
  - b. within 5 Business Days after the Completion Date (**End of Term Report**); and
  - c. in accordance with any requirements of the Customer, including but not limited to online submission.
- 20.1.7. The End of Term Report must identify whether the Supplier:
- a. met the MMR specified in the Indigenous Participation Plan; and
  - b. otherwise complied with the Indigenous Participation Plan.
- 20.1.8. If the Supplier did not meet the MMRs or did not comply with the Indigenous Participation Plan it must provide an explanation for its non-compliance.
- 20.1.9. Throughout the Term of this Contract, the Supplier is responsible for managing the Supplier's access to the IPPRS including by managing the:
- a. enabling of its authorised Personnel's access; and
  - b. disabling of its authorised Personnel's access.
- 20.1.10. The Supplier must comply with all reasonable directions issued by the Customer in relation to the Supplier's implementation of the Indigenous Participation Plan.
- 20.1.11. If the Customer considers, in its absolute discretion at any time during the Term of this Contract, that it has concerns in relation to the Supplier's:
- a. compliance with the Indigenous Participation Plan; or
  - b. overall ability to meet the MMR as set out in the Indigenous Participation Plan,
- the Customer may require that the Supplier provide additional detail in relation to its implementation of and overall ability to comply with the Indigenous Participation Plan.
- 20.1.12. Without limiting its other rights under this Contract or at law, any material failure by the Supplier to:
- a. implement the Indigenous Participation Plan; or
  - b. comply with a direction issued by the Customer under clause 20.1.9,
- will be a breach of this Contract, and the Customer may terminate this Contract in accordance with clause 16.2.
- 20.1.13. Notwithstanding any other clause of this Contract, the Supplier acknowledges and agrees that the reports it submits under this clause 20:

- a. will be recorded in the IPPRS, a central database that is able to be accessed by Commonwealth entities and may be made publicly available;
- b. will not be considered to be the Supplier's Confidential Information; and
- c. may be used by Commonwealth entities for any purpose, including for evaluation of an offer by the Supplier to provide services to a Commonwealth entity.

## **21. Shadow Economy**

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### **21.1. Definitions**

#### **21.1.1. In this clause 21:**

<b>Shadow Economy Procurement Connected Policy</b>	means the <i>Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019</i> available at <a href="https://treasury.gov.au/sites/default/files/2022-08/p2019-t369466-22_0.pdf">https://treasury.gov.au/sites/default/files/2022-08/p2019-t369466-22_0.pdf</a>
<b>Satisfactory</b>	means meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Shadow Economy Procurement Connected Policy;
<b>Statement of Tax Record</b>	means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at <a href="https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR">https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR</a> ; and
<b>Valid</b>	means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy.

### **21.2. Obligations**

- 21.2.1. The Supplier warrants that at the Commencement Date, it holds a Valid and Satisfactory Statement of Tax Record.
- 21.2.2. The Supplier must hold a Valid and Satisfactory Statement of Tax Record at all times during the Term of this Contract and, on request by the Customer, provide to the Customer a copy of any such Statement of Tax Record.
- 21.2.3. Without limiting its other rights under this Contract or at law, any failure by the Supplier to comply with the requirements outlined in clauses 21.2.1 and 21.2.2 will be a breach of this Contract.
- 21.2.4. The Supplier must ensure that any first-tier subcontractor engaged to deliver goods and/or services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant subcontract.

21.2.5. The Supplier must retain a copy of any Statement of Tax Record held by any first-tier subcontractor in accordance with clause 21.2.4 and must, on request by the Customer, provide to the Customer a copy of any such Statement of Tax Record.

21.2.6. The Supplier warrants that in relation to any first-tier subcontractor it has engaged to deliver the Services with an estimated value of over \$4 million (GST inclusive) that the Supplier either:

- a. provided a Valid and Satisfactory Statement of Tax Record for the subcontractor as part of its response for the approach to market that resulted in the entry of this Contract; or
- b. holds a Satisfactory Statement of Tax Record for the subcontractor that was Valid at the time of entry into the subcontract by the Supplier and the subcontractor.

21.2.7. If the Supplier, is a partnership, the Supplier will ensure that if a new partner joins the partnership that a Valid and Satisfactory Statement of Tax Record for the partner is provided to the Customer as soon as possible after they become a partner to the partnership.

## **22. Work health and safety**

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### **22.1. General**

22.1.1. The Supplier must, in carrying out this Contract, comply with:

- a. all relevant Legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and
- b. all applicable policies and procedures relating to work health and safety, including those that apply to the Customer's premises when using those premises.

22.1.2. The Supplier acknowledges that it will meet its obligations under this clause 22 solely at its own cost and expense, and without charge to or reimbursement from the Customer or the Commonwealth.

22.1.3. In the event of any inconsistency between any of the policies and procedures referred to in clause 22.1.1, the Supplier will comply with those policies and procedures that produce the highest level of health and safety.

## **23. Privacy**

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### **23.1. Supplier's obligations in relation to privacy**

23.1.1. The Supplier acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and must in respect of the performance of the Services:

- a. use or disclose Personal Information obtained during the course of performing the Services, only for the purposes of this Contract or where otherwise permitted under the Privacy Act;

- b. maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure and other misuse of Personal Information held in connection with this Contract;
- c. not do any act or engage in any practice that would breach an APP if done or engaged in by an agency;
- d. except where this clause 23 expressly requires the Supplier to comply with an APP that applies only to an organisation, carry out and discharge the obligations contained in the APPs as if it were an agency under the Privacy Act;
- e. to co-operate with reasonable demands or inquires made by the Australian Information Commissioner or the Customer in relation to the management of Personal Information;
- f. notify individuals whose Personal Information the Supplier holds that complaints about the Supplier's acts or practices may be investigated by the Australian Information Commissioner who has power to award compensation against the Supplier in appropriate circumstances;
- g. unless expressly authorised or required under this Contract, not engage in any act or practice that would breach:
  - i. APP 7 (direct marketing);
  - ii. APP 9 (adoption, use or disclosure of government related identifiers); or
  - iii. any registered APP code that is applicable to the Supplier;

to the extent required by law and in performing this Contract, comply with the APPs and in particular APP 12 relating to access to records;
- h. immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 23, whether by the Supplier or any subcontractor;
- i. not to transfer relevant Personal Information outside of Australia, or to allow parties outside Australia to have access to it, without the Customer's written prior consent;
- j. comply with any directions, rules, guidelines, determinations or recommendations of the Australian Information Commissioner, to the extent that they are not inconsistent with the requirements of this clause 23;
- k. consent to the Supplier's name being published in reports by the Information Commissioner; and
- l. ensure that any of the Supplier's Personnel who are required to deal with Personal Information for the purposes of this Contract are made aware of, and undertake in writing to observe, the APPs (or a registered APP code, where applicable), and the Supplier's other obligations set out in this clause 23.

23.1.2. The Supplier will not, by reason of this clause 23, be bound by any provision of the *Privacy (Australian Government Agencies – Governance) APP Code 2017*.

- 23.1.3. Unless such act or practice is expressly authorised by this Contract, no clause in this Contract will be interpreted so as to authorise the Supplier or its subcontractors to engage in an act or practice that would breach an APP if done or engaged in by the Customer.
- 23.1.4. The Supplier acknowledges that the Customer may specify additional privacy requirements from time to time, including in response to any privacy impact assessment conducted by the Customer and to address ethics requirements for the Services, in which case the Supplier will comply with those requirements in connection with the delivery of the Services and the performance of the Contract.
- 23.1.5. If any additional privacy requirements specified by the Customer in accordance with clause 23.1.4:
- a. are inconsistent with the requirements of this Contract; or
  - b. result in a change to the Services,
- the Customer and the Supplier will negotiate in good faith to vary this Contract to, as applicable:
- c. ensure that the Supplier can comply with both the additional privacy requirement and the balance of the Contract; and
  - d. document any changes to the Services,
- without any change to the fees payable by the Customer under this Contract provided the Supplier is not required to perform the additional privacy requirements and all of the other Services without a change to the fees specified in Item 11 of Schedule 1 (as varied by agreement) and the allowances and costs specified in Item 12 of Schedule 1 (as varied by agreement).
- 23.1.6. The Supplier must immediately notify the Project Officer if it becomes aware:
- a. of a breach or possible breach of any of its obligations under this clause 23;
  - b. that an Eligible Data Breach in relation to Personal Information received, created or held by the Supplier for the purposes of this Contract has or may have occurred;
  - c. that a disclosure of Personal Information may be required or authorised by law; or
  - d. of an approach to the Supplier by the Australian Information Commissioner or by an individual claiming that their privacy has been interfered with.
- 23.1.7. Where one party notifies the other party that an Eligible Data Breach in relation to Personal Information received, created or held by the Supplier for the purposes of this Contract has or may have occurred, the Supplier must:
- a. carry out an assessment in accordance with the requirements of the Privacy Act;
  - b. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
  - c. take all other action necessary to comply with the requirements of the Privacy Act (including preparing a statement for the Australian Information Commissioner and notifying affected individuals about the Eligible Data Breach where required); and

- d. take any other action as reasonably directed by the Customer or the Australian Information Commissioner.

23.1.8. The Supplier must ensure that any subcontract entered into for the purpose of this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Supplier under this clause 23 (including the requirements in relation to subcontracts).

## **24. Transition**

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### **24.1. Transition In**

Not used.

### **24.2. Transition Out**

24.2.1. In this clause 24.2:

- a. **Transition Out Period** means the period of 3 months commencing on the earlier of:
  - i. the date on which the Contract is terminated (in whole or in part) pursuant to the Contract; or
  - ii. the date which is 3 months prior to the Completion Date.
- b. **Transition Out Plan** means the transition out plan prepared by the Supplier and approved by the Customer in accordance with clauses 24.2.2 -24.2.4.

24.2.2. The Supplier must provide the Customer with a Transition Out Plan for approval by the Customer, in accordance with the following:

- a. if a notice of termination is issued under the Contract, within the time period specified in that notice; and
- b. if no notice of termination is issued under the Contract, at least 6 months before the Completion Date.

24.2.3. The Transition Out Plan will provide for the transition out of Services from the Supplier to the Customer or its nominee at the expiration or termination of the Contract.

24.2.4. The Transition Out Plan must at a minimum, set out the:

- a. details of all of the activities and tasks that are necessary, desirable or reasonably requested by the Customer to ensure that transition out takes place in a timely and orderly manner;
- b. approach and process to delivering Contract Material, Commonwealth Material, and Confidential Information to the Customer or its nominee;
- c. approach and arrangements to working with the Customer and/or incoming Suppliers to ensure the transfer of knowledge, skills and materials relating to delivery of the Services;
- d. approach to transitioning the QILT Website and ComparED Website;

- e. the timeframes during which the Supplier will perform the transition out activities; and
  - f. details of all resources, personnel and subcontracts used to perform the Supplier's obligations under the Transition Out Plan.
- 24.2.5. The Supplier must comply with the approved Transition Out Plan and provide all reasonable assistance and cooperation necessary during the Transition Out Period, to transfer the Services to the Customer or an alternative supplier, or to wind down the Services if they will not continue, in a manner which ensures continued provision of the Services or services similar to the Services (as the case may be). In particular the Supplier must in accordance with a direction from the Customer in writing:
- a. deliver to the Customer all the Commonwealth Material and any other the Customer property including all Contract Material;
  - b. deliver to the Customer all documents which are necessary to enable services similar to the Services to be provided by the Customer internally or by another contractor in a manner which ensures orderly transition and continuity of service;
  - c. perform its other obligations under the approved Transition Out Plan;
  - d. allow the Customer or its nominee to audit compliance with this clause 24.2; and
  - e. allow other contractors to access its premises (where relevant) to assist in the orderly transition of the Services.
- 24.2.6. The parties agree that the terms and conditions of the Contract (including the fees) apply to any Services performed by Supplier during any Transition Out Period under this clause 24.2.
- 24.2.7. The Supplier agrees that it will not hinder in any way, the transition of the provision of services similar to the Services to a new contractor upon termination or expiration of the Contract or part of the Contract.
- 24.2.8. Notwithstanding the Supplier's obligations in this clause 24.2. the Supplier must continue to deliver the Services in accordance with the Contract unless the Customer notifies the Supplier otherwise.

## **25. Innovation and continuous improvement**

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### **25.1. General**

- 25.1.1. The Supplier and the Customer acknowledge and agree that:
- a. the Supplier must continuously improve the quality, effectiveness and efficiency of the Services during the Term of this Contract;
  - b. the Customer may consider innovations and improvements to support the QILT program during the Term of this Contract and may seek additional services from the Supplier, or another provider, to implement those innovations or improvements.

- c. if the Supplier is requested to provide additional services to implement innovations and improvements to the QILT program, the Supplier and the Customer will negotiate in good faith to vary this Contract to incorporate those additional services into the Services; and
- d. if the Customer engages a third party to implement innovations and improvements to the QILT program, the Supplier must coordinate and cooperate with that third party to ensure integrated and efficient support of the QILT program.

**26. General provisions and compliance with laws and Commonwealth policies**

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**26.1. Workplace Gender Equality**

- 26.1.1. The Supplier must comply with its obligations, if any, under the WGE Act.
- 26.1.2. If the Supplier becomes non-compliant with the WGE Act during the Term of this Contract, the Supplier must promptly notify the Customer.
- 26.1.3. The Supplier must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the Commencement Date and, following this, annually to the Customer.
- 26.1.4. Compliance with the WGE Act does not relieve the Supplier from its responsibility to comply with its other obligations under this Contract.

**26.2. Web accessibility**

26.2.1. In this Contract:

**Web Content Accessibility Guidelines** means the Web Content Accessibility Guidelines (WCAG) 2.0 available at <http://www.w3.org/TR/WCAG20/>.

- 26.2.2. In providing the Services and unless otherwise notified by the Customer, the Supplier must comply with the Double A (medium standard) of web accessibility in accordance with the Web Content Accessibility Guidelines.
- 26.2.3. In providing the Services, the Supplier must comply with any reasonable web accessibility requirements notified by the Customer from time to time, and any web accessibility requirements identified in Item 24.
- 26.2.4. The Customer may, by written notice, request the Supplier engage an independent party to assess whether the Services are compliant with Double A (medium standard) of web accessibility in accordance with the Web Content Accessibility Guidelines. The Supplier will be liable for the cost of the independent assessment.

**26.3. Child safety**

26.3.1. In this clause:

**Child-Related Personnel** means officers, employees, contractors, agents and volunteers of the Supplier involved with the Services who as part of that involvement may interact with Children;

<b>National Principles for Child Safe Organisations</b>	means the National Principles for Child Safe Organisations, which were endorsed by the Council of Australian Governments in February 2019 (available at: <a href="https://childsafe.humanrights.gov.au/national-principles">https://childsafe.humanrights.gov.au/national-principles</a> or as otherwise published by the Australian Government);
<b>Relevant Legislation</b>	means Legislation in force in any jurisdiction where any part of the Services may be carried out; and
<b>Working With Children Check or WWCC</b>	means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

26.3.2. The Supplier must:

- a. comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Services, including all necessary Working with Children Checks however described; and
- b. ensure that Working with Children Checks obtained in accordance with this clause 26.3.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Services.

26.3.3. The Supplier must in relation to the Services:

- a. implement the National Principles for Child Safe Organisations;
- b. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- c. complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- d. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 26.3.3;
- e. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
  - i. the National Principles for Child Safe Organisations;
  - ii. the Supplier's risk management strategy required by this clause 26.3.3;
  - iii. Relevant Legislation relating to requirements for working with Children, including Working with Children Checks; and
  - iv. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
- f. provide the Commonwealth with an annual statement of compliance with clause 26.3.2, in such form as may be specified by the Commonwealth.

26.3.4. With reasonable notice to the Supplier, the Commonwealth may conduct a review of the Supplier's compliance with this clause 26.3.

- 26.3.5. The Supplier must:
- a. notify the Commonwealth of any failure to comply with this clause 26.3;
  - b. co-operate with the Commonwealth in any review conducted by the Commonwealth of the Supplier's implementation of the National Principles for Child Safe Organisations or compliance with this clause 26.3; and
  - c. promptly, and at the Supplier's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 26.3.
- 26.3.6. When Child Safety Obligations may be relevant to a subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under this Contract imposes on the subcontractor the same obligations regarding Child Safety that the Supplier has under this Contract. Each subcontract must also require the same obligations (where relevant) to be included by the subcontractor in any secondary subcontracts.

**26.4. Compliance with Legislation**

- 26.4.1. The Supplier must comply with any Legislation applicable to its performance of this Contract, including any relevant regulatory frameworks including but not limited to those relating to employment, work health and safety, and environmental.
- 26.4.2. Without limiting clause 26.4.1, the Supplier must ensure that it complies with the *Archives Act 1983* (Cth), the *Disability Discrimination Act 1992* (Cth) and, where applicable to the Services, the *Disability Standards for Education 2005* (Cth).
- 26.4.3. The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).
- 26.4.4. The Supplier acknowledges that its attention has been drawn to the fact sheet referred to in Item 22, which provides details of some Legislation that may be applicable to the performance of this Contract.

**26.5. Audit and access**

- 26.5.1. The Supplier:
- a. must maintain and ensure its subcontractors maintain, proper business and accounting records relating to the supply of the Services and performance of this Contract;
  - b. must not, without the prior written consent of the Customer, transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth));
  - c. must, if requested by the Customer, return all Commonwealth records at the conclusion of this Contract, including any held by subcontractors, to the Customer;

- d. must provide to the Customer, or its nominee, access to the Supplier's, or its subcontractor's premises, Personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with this Contract or any review of the Supplier's or the Customer's performance under this Contract, and
  - e. permit the Customer, or its nominee, to inspect and take copies of any records or other Material.
- 26.5.2. Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier. If requested by the Supplier, the Customer may agree to reimburse the Supplier's substantiated reasonable additional cost involved in complying with an urgent request.
- 26.5.3. When exercising the rights referred to in this clause 26.5, the Customer must require its nominees to comply with reasonable safety and security procedures in place at the Supplier's or its subcontractor's premises.
- 26.5.4. Without detracting from their statutory powers, the Auditor-General and Australian Information Commissioner (including their delegates) are authorised as nominees of the Customer for the purposes of this clause 26.5.
- 26.5.5. During any audit, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under this Contract.
- 26.5.6. The Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Audit and Access that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.
- 26.6. Insurance**
- 26.6.1. The Supplier must:
- a. effect and maintain the insurance specified in Item 21; and
  - b. on request, to provide proof of insurance acceptable to the Customer.
- 26.6.2. This clause 26.6 continues in operation for so long as any obligations remain in connection with this Contract.
- 26.7. Extension of provisions to subcontractors and Personnel**
- 26.7.1. In this clause 26.7.1, **Requirement** means an obligation, condition, restriction or prohibition binding on the Supplier under this Contract.
- 26.7.2. The Supplier must ensure that:
- a. its subcontractors and Personnel comply with all relevant Requirements; and
  - b. any contract entered into in connection with this Contract imposes all relevant Requirements on the other party.

26.7.3. The Supplier must exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Customer.

**26.8. Conflict of interest**

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

26.8.2. If required by the Customer, the Supplier will ensure that:

- a. all Specified Personnel complete a Conflict-of-Interest Declaration and provide it to the Customer;
- b. any Conflicts relating to Specified Personnel are declared to the Customer; and
- c. any steps which the Customer requires to be taken by the Supplier or its Specified Personnel to mitigate identified Conflicts relating to Specified Personnel are promptly taken.

26.8.3. If, during the period of this Contract a Conflict arises, or appears likely to arise, the Supplier must:

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

26.8.4. Any breach of clause 26.8 will be considered a breach not capable of remedy for the purposes of clause 16.2.

**26.9. Relationship of parties**

26.9.1. The Supplier is not by virtue of this Contract an officer, employee, partner or agent of the Customer, nor does the Supplier have any power or authority to bind or represent the Customer.

26.9.2. The Supplier must:

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

26.9.3. In all dealings related to this Contract, the parties must:

- a. communicate openly with each other and cooperate in achieving the contractual objectives;
- b. act honestly and ethically;
- c. comply with reasonable commercial standards of fair conduct;

- d. consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- e. comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

**26.10. Waiver**

- 26.10.1. A failure or delay by a party to exercise any right or remedy it holds under this Contract or at law does not operate as a waiver of that right.
- 26.10.2. The exercise or partial exercise by a party of any right or remedy it holds under this Contract or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

**26.11. Variation**

- 26.11.1. A variation of this Contract is binding only if agreed in writing and signed by the parties.

**26.12. Novation and assignment**

- 26.12.1. The Supplier cannot novate its obligations and must not assign its rights under this Contract without the prior written approval of the Customer. No novation is complete without a formal arrangement to novate or assign, signed by both the Supplier and the Customer.
- 26.12.2. The Supplier will promptly provide any details reasonably required by the Customer to enable a complete assessment of the proposed new Supplier's ability to perform this Contract, which may cover all issues assessed in the original approach to market, including confirming that this Contract's value for money outcomes will not be diminished by any proposed novation or assignment of any rights or obligations under this Contract prior to giving consent. In giving consent, the Customer may impose any conditions it considers appropriate.
- 26.12.3. The Customer reserves the right to decline consent based on its assessment.
- 26.12.4. The Customer reserves the right to terminate this Contract as a result of any unapproved action the Supplier may take in relation to novation or assignment.

**26.13. Survival**

- 26.13.1. Unless the contrary intention appears, the expiry or earlier termination of this Contract will not affect the continued operation of any provision relating to:
  - a. overpayment;
  - b. Intellectual Property Rights;
  - c. confidentiality;
  - d. security;

- e. privacy;
- f. dealing with copies and access to documents;
- g. books and records;
- h. audit and access;
- i. an indemnity,

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

**26.14. Applicable law**

26.14.1. This Contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified in Item 23.

26.14.2. The courts of that State or Territory specified in Item 23 will have non-exclusive jurisdiction to decide any matter arising out of this Contract.

## SCHEDULE 1 CONTRACT DETAILS

### 1. Purpose and Objective of Services

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#### 1.1. Purpose of the QILT program

1.1.1. The QILT program helps achieve quality enhancement in higher education by providing an evidence base which informs:

- a) student choice, via the associated websites
- b) continuous improvement in teaching and learning practices at Australian higher education institutions, and
- c) government quality assurance programs.

#### 1.2. Objectives of QILT administration

1.2.1. The Supplier, as the administrator of the QILT program, will work with the Customer to strengthen the evidence gathered, and analysis of, the student and graduate experience of higher education in Australia including the outcomes from higher education for students and employers.

### 2. Services

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(see clause 2.1.1.a)

#### 2.1. Administration Services

2.1.1. The Supplier must deliver all aspects of the Services for the QILT Survey Suite, as well as survey design/development where required, including:

- a) providing all Contract Material specified in Item 4 in accordance with the timeframes specified in Item 6.4;
- b) liaising with higher education providers to construct sample frames for use in the surveys where required; and
- c) liaising with the higher education sector, including but not limited to the stakeholders set out in Item 2.7.2 in accordance with the Higher Education Liaison Strategy, to enhance the quality, transparency and validity of results from the QILT Survey Suite, including but not limited to:
  - i. provision of induction material for on-boarding new institutions and new staff in established institutions (the induction material must cover the overall program, the key steps in survey administration they need to be aware of, considerations associated with sampling and response maximisation, and an explanation of data deliverables they receive);
  - ii. providing a program of webinars and newsletters to support the operational and reporting components of QILT Survey Suite which:
    - A. comprises a minimum of ten webinars per year which may also provide insights from analysis of QILT Collected Data and building sample which promote engagement

- iii. offering a two-hour consultation to each institution for no charge to support their use of QILT Collected Data (further consultations may be offered via a fee-for-service arrangement);
  - iv. contact and collect information from students and graduates of higher education providers and their employers through the QILT Survey Suite; and
  - v. analyse the QILT Collected Data, including assessing the quality of the data, and publish its findings;
- d) promoting public engagement with and use of the QILT Survey Suite, QILT Collected Data, and both the QILT Website and ComparED Website, including but not limited to:
- i. making available a spokesperson for public comment in relation to release of publications and data updates;
  - ii. responding to requests for basic information or analysis from public users of QILT Collected Data, for example careers advisors or industry representatives; and
  - iii. promoting the QILT Survey Suite, QILT Collected Data and QILT Website and ComparED Website in the media, including through the use of social media;
- e) providing data in response to ad hoc data queries from any person, organization or body relating to the QILT Survey Suite and QILT Collected Data as follows:
- i. the Supplier must provide the response within 10 Business Days or a reasonable time period as negotiated with the Customer;
  - ii. the Supplier's response must comply with the provisions of the HESA, the QILT Data Protocols and any other directives the Customer makes;
  - iii. where a data request originates from an Australian Government department or agency, the Supplier must provide the data free of charge; and
  - iv. in all other cases the Supplier may charge a fee for the response based on the recovery of reasonable costs incurred in preparing the response;
- f) designing and implementing a Higher Education Sector Liaison Strategy and a Respondent Engagement Strategy in accordance with Item 2.7 and 2.8.
- g) designing and implementing a Respondent Engagement Strategy and a Higher Education Sector Liaison Strategy in accordance with Item 2.7 and 2.8.

## 2.2. SES Services

### 2.2.1. General

The Supplier must provide the following SES Services:

- a) administration of the SES survey instrument which must:
  - i. address the scope and content described in Item 2.2.2; and

- ii. be conducted in accordance with the methodology and analysis described in Item 2.2.3;
- b) the following Contract Material, which must meet the requirements specified in Item 4 and be provided in accordance with the timeframes specified in Item 6.4:
  - i. a set of data files containing results from the SES;
  - ii. provider reports for each of the participating providers;
  - iii. technical documentation sufficient to enable the Customer to independently conduct its own data analysis;
  - iv. a 'Student Experience Survey National Report', to be published on the QILT Website;
  - v. a visual analytics report, to be embedded in the QILT Website;
  - vi. a 'Student Experience Survey International Students Report' to be published on the QILT Website;
  - vii. a visual analytics report – international to be embedded in the QILT Website;
  - viii. a methodological report, to be published on the QILT Website; and
  - ix. a revised dictionary used for analysis of free text fields included in the SES.

**2.2.2. SES scope and content**

- a) The scope of the SES is commencing and later year undergraduate and postgraduate coursework students of a higher education provider, including both domestic and international onshore students.
- b) The SES items must consist of those in Attachment A: 2023 SES Summary of Questionnaire Changes.
- c) Participating higher education providers must be provided with the opportunity to include additional populations in the SES.
- d) Participating higher education providers must be provided with the opportunity to add provider specific items to the standard SES instrument, subject to the protocols proposed to govern such arrangements listed on pages 26 and 27 of the [2012 University Experience Survey National Report](https://www.education.gov.au/higher-education-statistics/resources/2012-university-experience-survey-national-report) (accessible at <https://www.education.gov.au/higher-education-statistics/resources/2012-university-experience-survey-national-report>)
- e) Where higher education providers opt to include additional populations or items as per Item 2.2.2c) and Item 2.2.2d) above, the costs of such additions are to be met by the higher education provider in agreement with the Supplier.

**2.2.3. SES methodology and analysis**

- a) The general survey methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted communications to boost response rates, which may include hard-copy mail outs, email reminders, telephone reminders, or other communications.

- b) The SES must be conducted on the basis of a random stratified sample where strata are large enough to make such a methodology viable.
- c) To facilitate the construction of the survey sample frame, the Customer will make available to the Supplier detailed data from the TCSI, including the CHESSN, USI, or other identifiers, at the earliest practical date.
- d) The Supplier must arrange for the information provided under Item 2.2.3c) to be checked and updated by participating higher education providers, including the provision of up-to-date contact details for students. In all other respects, the SES must be administered independently of higher education providers.
- e) Sample frame construction and survey administration must be based on the following stratification variables:
  - i. higher education provider;
  - ii. stage of studies (i.e. first year and later year students) as derived from TCSI data and in accordance with definitions in the 2023 SES National Report, modified as necessary for postgraduate coursework level students; and
  - iii. the forty-five study areas.
- f) The Supplier must calculate 90 per cent confidence intervals for estimates of percentage satisfied for the 'quality of entire educational experience' component, in the 'teaching quality' section of the questionnaire, at the provider by study area level (as per the stratification variables in Item 2.2.3e)).
- g) Confidence intervals must be calculated according to the methodology outlined in Appendix 4 of the [2022 SES National Report \(accessible at: https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ses-national-report.pdf?sfvrsn=b8e30414\\_0\)](https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ses-national-report.pdf?sfvrsn=b8e30414_0); taking into consideration any changes made to the instrument as outlined in Attachment A: 2023 SES Summary of Questionnaire Changes.
- h) The Supplier must obtain survey responses such that the confidence intervals calculated as per Item 2.2.3e) must be within plus or minus 7.5 percentage points of the estimate for at least 75 per cent of the strata (i.e. at the level of provider by study area) for which the total in scope population numbers six or more).
- i) In addition to the stratification variables listed in Item 2.2.3e), the SES must include the following analysis variables:
  - i. gender;
  - ii. mode of attendance;
  - iii. full-time/part-time status;
  - iv. level of course;
  - v. Australian citizen, Australian permanent resident, or international student;
  - vi. age;

- vii. Indigenous status;
  - viii. disability;
  - ix. speaks a language other than English at home;
  - x. socio-economic status;
  - xi. region; and
  - xii. first in family to participate in higher education.
- j) Standard statistical methods (for example logistic regression) must be used to determine which, if any, of the variables listed in Items 2.2.3e) or 2.2.3i) must be used in post-enumeration weighting to achieve representativeness of the data.
  - k) For sample frame construction, data collection, analysis and publication purposes, a student's study area is to be determined based on course enrolment information provided by higher education providers (that is, as recorded in the TCSI data), except where the Supplier verifies with a respondent that this course listing is inaccurate.
  - l) Where a student's enrolment relates to a combined or double degree covering more than one study area, the SES must collect data relating to multiple course elements.
  - m) The analytical unit of the SES must be the course undertaken by the student.
  - n) Focus area percentage satisfied results must be calculated according to the methodology outlined in Appendix 3 of the [2022 SES National Report \(accessible at: https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ses-national-report.pdf?sfvrsn=b8e30414\\_0\)](https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ses-national-report.pdf?sfvrsn=b8e30414_0).

## 2.3. GOS Services

### 2.3.1. General

The Supplier must provide the following GOS Services:

- a) administration of the GOS survey instrument which must:
  - i. address the scope and content described in Item 2.3.2;
  - ii. be conducted in accordance with the methodology and analysis described in Item 2.3.3;
- b) the following Contract Material, which must meet the requirements specified in Item 4 and be provided in accordance with the timeframes specified in Item 6.4:
  - i. a set of data files containing results from the GOS;
  - ii. provider reports for each of the participating higher education providers;
  - iii. technical documentation sufficient to enable the Customer to independently conduct its own data analysis;

- iv. a 'Graduate Outcomes Survey National Report', to be embedded in the QILT Website;
- v. a visual analytics report containing domestic graduates results from the GOS, to be embedded in the QILT Website;
- vi. a 'Graduate Outcomes Survey International Graduates Report', to be embedded in the QILT Website;
- vii. a visual analytics report containing international graduates results from the GOS, to be embedded in the QILT Website;
- viii. methodological report and technical documentation to be published on the QILT Website; and
- ix. a revised dictionary used for analysis of free text fields included in the GOS.

### 2.3.2. GOS scope and content

- a) The scope of the GOS is all undergraduate degree and postgraduate degree graduates of a higher education provider, including both domestic and international onshore graduates.
- b) The GOS must be based on three survey fieldwork periods per year. The first survey period is November to December of the year preceding the survey reference year. The second survey period is February of the survey reference year, accommodating providers with a trimester course structure or a substantial summer school graduate cohort. The third survey period is May to June of the survey reference year.
- c) Respondents should have completed their degree approximately four months preceding the commencement of the survey period.
- d) The GOS items must consist of those reproduced in Appendix 3 of the [2022 GOS National Report](https://www.qilt.edu.au/docs/default-source/default-document-library/2022-gos-national-report.pdf?sfvrsn=c5d342c8_2), (accessible at: [https://www.qilt.edu.au/docs/default-source/default-document-library/2022-gos-national-report.pdf?sfvrsn=c5d342c8\\_2](https://www.qilt.edu.au/docs/default-source/default-document-library/2022-gos-national-report.pdf?sfvrsn=c5d342c8_2)) including graduate satisfaction and experience items.
- e) Respondents who are employed must also be requested to provide their supervisor's name and contact details (email address and phone number) and consent to the Supplier contacting their supervisor as part of the ESS. The Customer will provide the Supplier with a survey module to collect this information.
- f) Participating higher education providers must be provided with the opportunity to add provider specific items to the standard GOS instrument. Where higher education providers opt to include additional items, the costs of such additions are to be met by the provider in agreement with the Supplier.

### 2.3.3. GOS methodology and analysis

- a) The general survey methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted

communications to meet required response rates, which may include hard-copy mail outs, email reminders, telephone reminders or other communications.

- b) The GOS must be conducted on the basis of a random stratified sample where strata are large enough to make such a methodology viable.
- c) To facilitate the construction of a survey sample frame, the Supplier must arrange for participating higher education providers to provide the Supplier with a list of recently graduated students, including up to date contact details and course enrolment details. The Customer will facilitate the collection of this information via TCSI where applicable. In all other respects, the GOS must be administered independently of higher education providers.
- d) Sample frame construction and GOS administration must be based on the following stratification variables:
  - i. higher education provider;
  - ii. level of education (undergraduate, postgraduate coursework and postgraduate research); and
  - iii. twenty-one study areas, as listed in as listed in Appendix 5 of the 2022 SES National Report.
- e) The Supplier must calculate 90 per cent confidence intervals for estimates of the percentage of graduates in further full-time study, at the provider by study area level (as per the stratification variables in Item 2.3.3d), for undergraduates only.
- f) Confidence intervals must be calculated according to the methodology outlined in Appendix 4 of the 2022 SES National Report (adjusted as required for application to the GOS).
- g) The Supplier must obtain survey responses such that the confidence intervals calculated as per Item 2.3.3e) must be within plus or minus 7.5 percentage points of the estimate for at least 65 per cent of the strata (i.e. at the level of provider by study area) for which the total in scope population numbers six or more.
- h) In addition to the stratification variables listed in Item 2.3.3d), the GOS must include the following analysis variables:
  - i. gender;
  - ii. mode of attendance at university;
  - iii. full-time/part-time status at university;
  - iv. level of course;
  - v. Australian citizen, Australian permanent resident, or international student status;
  - vi. age;
  - vii. Indigenous status;
  - viii. disability;

- ix. speaks a language other than English at home;
  - x. socio-economic status;
  - xi. region; and
  - xii. first in family to participate in higher education.
- i) Standard statistical methods (for example logistic regression) must be used to determine which, if any, of the variables listed in Items 2.3.3d) or 2.3.3h) must be used in post-enumeration weighting to achieve representativeness of the data.
  - j) For sample frame construction, data collection, analysis and publication purposes, a graduate's study area is to be determined based on course enrolment information provided by universities, except where the Supplier verifies with a respondent that this course listing is inaccurate.
  - k) Where a graduate's enrolment related to a combined or double degree covering more than one study area, the GOS must record this information.

## 2.4. GOS-L Services

### 2.4.1. General

The Supplier must provide the following GOS-L Services:

- a) administration of the GOS-L survey instrument which must:
  - i. address the scope and content described in Item 2.4.2;
  - ii. be conducted in accordance with the methodology and analysis described in Item 2.4.3;
- b) the following Contract Material, which must meet the requirements specified in Item 4 and be provided in accordance with the timeframes specified in Item 6.4:
  - i. a set of data files containing results from the GOS-L;
  - ii. provider reports for each of the participating higher education providers;
  - iii. technical documentation sufficient to enable the Customer to independently conduct its own data analysis;
  - iv. a 'Graduate Outcomes Survey Longitudinal National Report', to be embedded in the QILT Website;
  - v. a visual analytics report – domestic graduates containing results from the GOS-L to be embedded in the QILT Website;
  - vi. methodological report and technical documentation to be published on the QILT Website; and
  - vii. a revised dictionary used for analysis of free text fields included in the GOS-L.

### 2.4.2. GOS-L scope and content

- a) The scope of the GOS-L is all undergraduate degree and postgraduate degree graduates of a higher education provider, including both domestic and international onshore graduates.
- b) Respondents must have completed their degree between three and four years preceding the commencement of the survey period.
- c) The GOS-L items must consist of those reproduced in Appendix 3 of the [2023 GOS-L National Report \(accessible at: https://qilt.edu.au/surveys/graduate-outcomes-survey---longitudinal-\(gos-l\)\)](https://qilt.edu.au/surveys/graduate-outcomes-survey---longitudinal-(gos-l)).

#### 2.4.3. GOS L methodology and analysis

- a) The general GOS-L methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted communications which may email reminders or other communications.
- b) The GOS-L must be conducted on the basis of a census of all available long-term graduate email addresses.
- c) The survey population must in the first instance be drawn from respondents to the GOS. The Supplier must consult with the Customer before drawing sample from other sources. The Customer will make records from the GOS available to the Supplier for the purpose of administering the GOS-L.
- d) The GOS-L must facilitate longitudinal studies of graduate employment outcomes, i.e. must make possible cohort analysis linked to existing GOS results at the level of individual records.
- e) GOS-L administration must be based on the following stratification variables:
  - i. higher education provider;
  - ii. level of education (undergraduate, postgraduate coursework and postgraduate research); and
  - iii. twenty-one study areas, as listed in Appendix 5 of the 2022 SES National Report.
- f) The Supplier must calculate 90 per cent confidence intervals for estimates of the percentage of graduates participating in the labour force, at the provider level, for undergraduates only.
- g) Confidence intervals must be calculated according to the methodology outlined in Appendix 4 of the [2023 GOS-L National Report \(accessible at: https://qilt.edu.au/surveys/graduate-outcomes-survey---longitudinal-\(gos-l\)\)](https://qilt.edu.au/surveys/graduate-outcomes-survey---longitudinal-(gos-l)).
- h) The Supplier must obtain survey responses such that the confidence intervals calculated as per Item 2.4.3f) must be within plus or minus 5.0 percentage points of the estimate, for universities only.
- i) In addition to the stratification variables listed in Item 2.4.3e), the GOS-L must include the same analysis variables as for the GOS.

- j) Standard statistical methods (for example logistic regression) must be used to determine which, if any, of the variables listed in Items 2.4.3e) or 2.4.3i) must be used in post-enumeration weighting to achieve representativeness of the data.
- k) For data collection, analysis and publication purposes, a graduate's study area is to be determined based on course enrolment information provided by universities, except where the Supplier verifies with a respondent that this course listing is inaccurate.
- l) Where a graduate's course enrolment related to a combined or double degree covering more than one study area, the GOS-L must record this information.

## 2.5. ESS Services

### 2.5.1. General

The Supplier must provide the following ESS Services:

- a) administration of the ESS survey instrument which must:
  - i. address the scope and content described in Item 2.5.2;
  - ii. be conducted in accordance with the methodology and analysis described in Item 2.5.3;
- b) the following Contract Material, which must meet the requirements specified in Item 4 and be provided in accordance with the timeframes specified in Item 6.4:
  - i. a set of data files containing results from the ESS;
  - ii. provider reports for each of the participating providers;
  - iii. technical documentation sufficient to enable the Customer to independently conduct its own data analysis;
  - iv. an 'Employer Satisfaction Survey National Report', to be published on the QILT Website;
  - v. a visual analytics report to be embedded in the QILT Website;
  - vi. a methodological report, to be published on the QILT Website; and
  - vii. a revised dictionary used for analysis of free text fields included in the ESS.

### 2.5.2. ESS scope and content

- a) The scope of the ESS is the workplace supervisor of all employed undergraduate degree and postgraduate degree graduates of a higher education provider, including both domestic and international onshore graduates.
- b) Respondents should be supervisors of graduates who have completed their studies before the commencement of the survey period.
- c) The ESS items must consist of those reproduced in Appendix 2 of the [2022 ESS National Report \(accessible at: https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ess-national-report.pdf?sfvrsn=33cdc21c\\_2\)](https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ess-national-report.pdf?sfvrsn=33cdc21c_2).

### 2.5.3. ESS methodology and analysis

- a) ESS methodology should follow that outlined in the [2022 ESS National Report \(accessible at: https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ess-national-report.pdf?sfvrsn=33cdc21c\\_2\)](https://www.qilt.edu.au/docs/default-source/default-document-library/2022-ess-national-report.pdf?sfvrsn=33cdc21c_2).
- b) The general ESS methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted communications to meet required response rates, which may include hard-copy mail outs, email reminders, telephone reminders or other communications. Computer Assisted Telephone Interviews (CATI) may also be employed as a supplementary method.
- c) The survey sample frame must in the first instance be drawn from respondents to the GOS. The Supplier must consult with the Customer before drawing sample from other sources.
- d) Sample frame construction and survey administration must be based on stratification by 10 broad fields of education as defined by the Australian Bureau of Statistics ASCED, as follows:
  - i. 01 Natural and physical sciences
  - ii. 02 Information technology
  - iii. 03 Engineering and related technologies
  - iv. 04 Architecture and building
  - v. 05 Agriculture, environmental and related studies
  - vi. 06 Health
  - vii. 07 Education
  - viii. 08 Management and commerce
  - ix. 09 Society and culture
  - x. 10 Creative arts.
- e) The Supplier must calculate 90 per cent confidence intervals for estimates of percentage positive response for the 'Overall rating' component from the supervisor survey (either 'fairly confident' or 'very confident'), at the study area level (as defined in Item 2.5.3d)).
- f) Confidence intervals must be calculated according to the methodology outlined in Appendix 4 of the 2023 ESS National Report.
- g) The Supplier must obtain survey responses such that the confidence intervals calculated as per Item 2.5.3e) must be within plus or minus 5.0 percentage points of the estimate for at least eight of the strata.
- h) In addition to meeting the data quality requirements specified in Item 2.5.3g), the ESS should, so far as practicable, collect 25 completed employer responses for each

of the 10 broad fields of education listed in Item 2.5.3a) which are offered at each participating provider.

- i) In addition to the stratification by study area described in Item 2.5.3d), the ESS must include the following analysis variables:
  - i. detailed study area
  - ii. provider of study
  - iii. gender;
  - iv. level of course;
  - v. Australian citizen, Australian permanent resident, or international student; and
  - vi. age.

## 2.6. Website Services

### 2.6.1. QILT Website

The Supplier must provide the website hosting and maintenance services for the Term of this Contract which include:

- a) maintaining an existing secure file exchange facility;
- b) publishing reports and datasets supplied by the Customer or as produced by the Supplier through the administration of the QILT surveys;
- c) ensuring the website meets the accessibility requirements specified in clause 26.2 of the Contract;
- d) implementing ad-hoc minor updates requested by the Customer, including but not limited to new webpages and tabs with static content;
- e) ensuring the website remains compatible with all commonly used web browsers, including Internet Explorers 9 and above, Microsoft Edge, Firefox, Safari and Chrome; and
- f) ensuring the website meets the security requirements specified in clause 9 of the Contract and providing updated security documentation in accordance with the timeframes specified in Item 6.4.

### 2.6.2. ComparED Website

- a) The Supplier must provide the ComparEd Website hosting and maintenance services for the Term of this Contract, which include:
  - i. updating the website with latest available comparison data as supplied by the Customer or as produced by the Supplier through the administration of the QILT surveys, at regular intervals as specified in Item 6.4;
  - ii. ensuring the website meets the accessibility requirements specified in clause 26.2 of the Contract. Where new functionality is added or other substantive changes have been made to the website, the Customer may request that the

Supplier engage an independent party to assess compliance, as per clause 26.2.4 of the Contract;

- iii. implementing ad-hoc minor updates requested by the Customer, including but not limited to new webpages and tabs with static content, links and PDF reports;
  - iv. ensuring the website remains compatible with all commonly used web browsers, including: Internet Explorers 11 and above, Microsoft Edge, Firefox, Safari and Chrome;
  - v. ensuring the website meets the security requirements specified in clause 9 of the Contract and provide updated security documentation in accordance with the timeframes specified in Item 6.4; and
  - vi. providing full access to all website analytics accounts.
- b) When refreshing website data, the Supplier is responsible for ensuring that no data included on the website breaches the Customer's rules for the suppression of small cell sizes. The Customer will provide these rules and operational guidelines governing data suppression to the Supplier.

## 2.7. Higher Education Liaison Strategy

2.7.1. The Supplier must design and implement a Higher Education Liaison Strategy to support the engagement and active participation of higher education providers in all aspects of the QILT program, and by extension, students and graduates, to maximise survey response rates and representativeness for the QILT Survey Suite and update the Higher Education Liaison Strategy annually.

2.7.2. The Supplier must engage with a broader list of stakeholders to ensure all sector stakeholders understand the relevance of QILT indicators to their educational contexts and are well placed to use QILT Collected Data to drive improvement. These stakeholders include:

- a) peak higher education industry associations, relevant functional interest groups and study area associations;
- b) other areas of the Customer, including the Customer's web team and the QILT Working Group;
- c) other government stakeholders such as state and territory government education departments and other state departments with an interest in employment outcomes;
- d) TEQSA which uses QILT Collected Data in its risk assessment and review processes; and
- e) the public and media who have an interest in QILT Survey Suite results.

## 2.8. Respondent Engagement Strategy

2.8.1. The Supplier will design and implement a Respondent Engagement Strategy annually to support robust response rates and provider engagement with QILT Survey Suite.

- 2.8.2. Each Respondent Engagement Strategy should, at a minimum, address:
- a) approaches to raise awareness of the QILT program and the specific Survey Elements;
  - b) build critical engagement with key stakeholders and audiences to actively encourage survey participation and completion; and
  - c) improve representativeness of the achieved sample for each of the surveys including innovative approaches to improve response rates of the international student population and other underrepresented groups and improve graduate provision of supervisor contact details.

### **3. Additional Services**

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#### **3.1. General**

- 3.1.1. Without limiting the requirements of clause 25, the Supplier will provide the following innovations to support improvements to the QILT program during the Term of this Contract.

#### **3.2. Consents Project**

- 3.2.1. The Supplier must, in accordance with the timeframes set out in Item 6.4.3, establish and maintain a register of ethics approvals, including an overview of the current processes, methods and materials used at each QILT participating higher education provider to obtain, and withdraw, consent from students for their data to be used in the QILT Survey Suite. This includes set of questions to identify:

- a) how current and prior students at each higher education provider consent, and have consented, for their personally identifiable information to be used for the QILT Survey Suite since the inception of the QILT program in 2015 or the earliest date from which the higher education provider has maintained records regarding student consents;
- b) what current and prior students at each higher education provider are consenting to, and have consented to since the inception of QILT;
- c) provisions around the use of QILT Collected Data including data retention, data access and data sharing; and
- d) provisions for the withdrawal of consent across the QILT Survey Suite.

- 3.2.2. The Supplier must:

- a) collect the required information from each higher education provider participating in QILT which may be in the form of the clause that students agree to, or screenshots or files of the enrolment and/or consent forms that students are required to sign;
- b) tag, code and analyse the information collected;

prepare a report to the Customer to summarise the findings of this phase which meets the requirements described in Item 4 and be provided in accordance with the timeframes specified in Item 6.4.

- 3.2.3. Without limiting the Supplier's privacy obligations under this Contract, the Supplier must:
- a) establish and maintain a register of ethics approvals including an outline of what consent has been provided by students and employers engaging in the surveys;
  - b) develop and maintain a register of survey participants who have provided in survey consent; and
  - c) in consultation with the Customer, provide standardised clauses for consent forms used by higher education providers to ensure these observe and comply with APPs and the *Higher Education Support Act 2003* and address the Customer's current and future uses of QILT Collected Data.

### 3.3. **Weighting Approach Phase 1**

- 3.3.1. The Supplier must, in accordance with the timeframes set out in Item 6.4.3, develop a weighting solution for the most recent data for the GOS-L, GOS and SES, making comparisons between weighted and unweighted results including:

- a) consultation workshops with key stakeholders to explore and agree on the objectives for the weighting solution and subsequent reporting needs;
- b) development of an Analysis Plan detailing the approach, inputs, outputs and timelines;
- c) construction of population and respondent datasets to be used for analysis;
- d) analysis of non-response across student characteristics and associations between characteristics and key survey measures;
- e) construction of population benchmarks;
- f) derivation of base and calibrated weights;
- g) bias assessment and comparison of weighted and unweighted estimates;
- h) preparation of White Paper to inform stakeholder and sector consultation, and by the Supplier to modify its production system to incorporate weights; and
- i) delivery of presentation to the QILT Working Group which will:
  - i. be up to 90 minutes in duration; and
  - ii. make available any PowerPoint slides and presentation materials.

- 3.3.2. The scope of approach to Weighting Project Phase 1 includes inputs for the analysis from the 2023 GOS-L, GOS and SES population files at the commencement of fieldwork and the final, cleaned survey datasets for the GOS-L, GOS and SES.

- 3.3.3. The characteristics to be included in the non-response and association analysis, and in the bias assessment, are those present in the population file, excepting those with high levels of missingness, with no notable relationship with response propensity relative to other

characteristics, or with too many categories or low cell counts. No changes to population values or characteristics will be made on the basis of survey responses.

- 3.3.4. The outcomes to be included in the analysis will be informed by the consultation workshops, however, can be expected to cover the key performance indicators used for reporting.
- 3.3.5. The characteristics to be included in the comparisons between weighted and unweighted estimates will be informed by the non-response analysis section in the GOS-L, GOS and SES methodological reports.
- 3.3.6. Comparisons will entail the calculation of weighted and unweighted estimates and their difference, together with confidence intervals and effect size.
- 3.3.7. Bias will be defined as the average absolute difference between the population and respondent profiles (weighted versus unweighted) across student characteristics. Weighting will be considered successful if the average bias is notably lower compared to unweighted estimates, without notable loss of precision.
- 3.3.8. The Supplier must deliver the following Contract Material, which must meet the requirements described in Item 4 and be provided in accordance with the timeframes specified in Item 6.4:
  - a) a white paper;
  - b) analysis plan; and
  - c) presentation to the QILT Working Group.
- 3.3.9. Final survey datasets with weights appended will also be provided. Syntax or other workings will be made available to the Customer's stakeholders for full transparency of process.
- 3.4. **ESS Methodology and Response Maximisation Project Phase 1**
  - 3.4.1. The Supplier must, in accordance with the timeframes set out in Item 6.4.3, identify possible alternative methodological approaches for the ESS and to increase the proportion of employed graduates who provide usable work supervisor contact details and maximise response rates.
  - 3.4.2. The Supplier must develop the following Contract Material, which must meet the requirements specified in Item 4 and be provided in accordance with the timeframes specified in Item 6.4:
    - a) a White Paper;
    - b) reports on:
      - i. qualitative research with graduates to inform communications and processes relating to the current sample build process;
      - ii. consultations with peak bodies, employers with large graduate recruitment programs and other stakeholders to increase participation in the ESS; and

- c) evaluation of response maximisation initiatives incorporated in the 2025 ESS Methodological Report.

#### **4. Required Contract Material**

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**(see clause 2.1.1.d)**

4.1.1. The Supplier will prepare all Contract Material in consultation with the Customer and in accordance with the requirements set out in this Item 4.

#### **4.2. Project plans and reporting**

4.2.1. The Supplier must, by the due dates specified in Item 6.4, provide the following:

- a) a Fraud Control Plan in accordance with Item 20;
- b) IT security documentation, including annual updates;
- c) progress reports at six monthly intervals, detailing work undertaken in the reporting period in relation to all aspects of the Services and demonstrating that the Supplier is providing the Services to the Customer's reasonable satisfaction;
- d) a Higher Education Liaison Strategy in accordance with Item 2.7;
- e) a Respondent Engagement Strategy in accordance with Item 2.8;
- f) a Project Plan, detailing proposed QILT activities over the following year, to be updated annually.

#### **4.3. SES data files and reports**

##### **4.3.1. SES Data Files**

The data files containing results from the SES must include:

- a) a frame data file for the use of the Customer which must:
  - i. incorporate all records which were considered for inclusion in the sample (including out of scope records), all data used in determination of the sample selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and
  - iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
- b) a national data file for the use of the Customer which must:
  - i. incorporate all data collected from the survey respondents, all data used in determination of the sample selection and all derived variables used for reporting;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and

- iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
- c) data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the Customer, but must only contain data relating to students of the given provider;
- d) a national data file or files for distribution to higher education providers which must:
  - i. meet the same requirements as the national data file provided to the Customer, except that identifying items such as name or address must be removed (not including student identification numbers);
  - ii. only include data pertaining to selected higher education providers, as advised by the Customer; and
  - iii. only be provided to higher education providers where the Supplier has been advised by the Customer that a higher education provider has submitted a valid data request.

**4.3.2. SES Reports**

4.3.3. The SES provider reports for each of the participating higher education providers must provide detailed breakdowns of the higher education providers' results from the SES, including the ability to benchmark results against national totals and at least one other grouping of higher education providers as requested by the recipient higher education providers.

4.3.4. The SES technical documentation must be sufficient to enable the Customer to independently conduct its own data analysis and must:

- a) include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the SES, valid values, formats, weights and data derivations;
- b) be made available via the QILT Website Provider Portal; and
- c) initially be provided to the Customer as a draft for comment, with the final documentation incorporating the Customer's comments on the draft.

4.3.5. The SES National Reports must

- a) include at a minimum:
  - i. an executive summary;
  - ii. an overview of the project and relevant contexts;
  - iii. an overview of methodology including the survey design, sample frame and sampling procedures, non-response treatment and analysis techniques;
  - iv. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;

- v. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
  - vi. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis;
  - vii. an analysis of results from the SES in comparison with relevant international benchmarks; and
  - viii. a detailed discussion of results and any other significant findings emerging from the SES;
- b) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
  - c) be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
  - d) initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- 4.3.6. The SES visual analytics report to be embedded in the QILT Website must:
- a) include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
  - b) be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
  - c) be provided in Power BI format; and
  - d) initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- 4.3.7. The SES International Students Reports must:
- a) include at a minimum;
    - i. an executive summary;
    - ii. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
  - b) high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis;
  - c) a detailed discussion of results and any other significant findings emerging from the SES;
  - d) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
  - e) be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
  - f) initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.

- 4.3.8. The SES visual analytics report - international to be embedded in the QILT Website must:
- a) include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
  - b) be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
  - c) be provided in Power BI format; and
  - d) initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- 4.3.9. The updated dictionary used for analysis of free text fields in the SES must:
- a) be based on a review of the existing data dictionary, the initial version of which the Customer will provide to the Supplier;
  - b) be compatible with an existing software tool for text analysis used by providers, which the Customer will make available to the Supplier; and
  - c) be provided free of charge to participating providers in a format which allows them to readily update their copies of the software tool.
- 4.3.10. The SES methodological reports must at a minimum, separately and distinctly, include the following:
- a) details of any divergence between the project plan and actual implementation;
  - b) a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
  - c) a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;
  - d) a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by universities;
  - e) details of any additional survey elements administered in conjunction with the core SES, and the manner in which they have been administered;
  - f) details of any higher education providers which administered the SES to populations in addition to their onshore undergraduate and onshore postgraduate coursework students, and an assessment of the comparability of any data generated with that of the core population; and
  - g) any recommendations the Supplier has for the improvement of the SES in future administrations.

#### 4.4. GOS data files and reports

##### 4.4.1. GOS Data Files

The data files containing results from the GOS must include:

- a) a frame data file for the use of the Customer which must:
  - i. incorporate all records which were considered for inclusion in the sample (including out of scope records), all data used in determination of the sample selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and
  - iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
- b) a national data file for the use of the Customer which must:
  - i. incorporate all data collected from the GOS respondents, all data used in determination of the sample selection and all derived variables used for reporting;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and
  - iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
- c) data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the Customer, but must only contain data relating to students of the given provider;
- d) a national data file or files for distribution to higher education providers which must:
  - i. meet the same requirements as the national data file provided to the Customer, except that identifying items such as name or address must be removed (not including student identification numbers);
  - ii. only include data pertaining to selected higher education providers, as advised by the Customer; and
  - iii. only be provided to higher education providers where the Supplier has been advised by the Customer that a higher education provider has submitted a valid data request.

##### 4.4.2. GOS Reports

- a) The GOS provider reports for each of the participating higher education providers must provide detailed breakdowns of the higher education providers' results from the GOS, including the ability to benchmark results against national totals and at least

one other grouping of higher education providers as requested by the recipient provider.

- b) The GOS technical documentation must be sufficient to enable the Customer to independently conduct its own data analysis and must:
  - i. include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the GOS, valid values, formats, weights and data derivations;
  - ii. be produced in a format acceptable to the Customer and be made available via the QILT Website Provider Portal; and
  - iii. initially be provided to the Customer as a draft for comment, with the final documentation incorporating the Customer's comments on the draft.
- c) The GOS National Reports must:
  - i. include at a minimum:
    - A. an executive summary;
    - B. an overview of the project and relevant contexts;
    - C. an overview of methodology including the survey design, sample frame and sampling procedures, non-response treatment and analysis techniques;
    - D. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;
    - E. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
    - F. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
    - G. a detailed discussion of results and any other significant findings emerging from the survey;
  - ii. be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
  - iii. be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
  - iv. initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- d) The GOS visual analytics report to be embedded in the QILT Website must:
  - i. include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
  - ii. be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
  - iii. be provided in Power BI format; and

- iv. initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- e) The GOS International Graduate Reports must:
  - i. include at a minimum:
    - A. an executive summary;
    - B. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
    - C. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
    - D. a detailed discussion of results and any other significant findings emerging from the survey;
    - E. be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
    - F. be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
    - G. initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- f) The GOS visual analytics report - international to be embedded in the QILT Website must:
  - i. include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
  - ii. be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
  - iii. be provided in Power BI format; and
  - iv. initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- g) The updated dictionary used for analysis of free text fields in the GOS must:
  - i. be based on a review of the existing data dictionary, the initial version of which the Customer will provide to the Supplier;
  - ii. be made available via the QILT Website Provider Portal; and
  - iii. be provided free of charge to participating providers in a format which allows them to readily update their copies of the software tool.
- h) The GOS methodological reports must at a minimum, separately and distinctly, include the following:
  - i. details of any divergence between the project plan and actual implementation;

- ii. a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
  - iii. a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;
  - iv. a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by higher education providers;
  - v. details of any additional survey elements administered in conjunction with the core survey, and the manner in which they have been administered; and
  - vi. any recommendations the Supplier has for the improvement of the GOS in future administrations.
- i) The international graduate response rate strategy must:
- i. set out detailed proposed strategies to improve both the overall response rate of international graduates to the GOS and GOS-L, as well as improve the representativeness of data obtained in relation to graduates' country of usual residence;
  - ii. be applicable to graduates resident either in Australia or overseas at the time of the survey;
  - iii. outline how the strategies will be applied to administrations of the GOS and GOS-L;
  - iv. specify goals for improvement and outline how the success of the strategies will be assessed; and
  - v. initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.

#### 4.5. **GOS-L data files and reports**

##### 4.5.1. **GOS-L Data Files**

The data files containing results from the GOS-L must include

- a) a frame data file for the use of the Customer which must:
  - i. incorporate all records which were considered for inclusion in the population (including out of scope records), all data used in determination of the population selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and
  - iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
- b) a national data file for the use of the Customer which must:

- i. incorporate all data collected from the survey respondents, all data used in determination of the population selection and all derived variables used for reporting;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and
  - iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
- c) data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the Customer, but must only contain data relating to students of the given provider;
- d) a national data file or files for distribution to higher education providers which must:
- i. meet the same requirements as the national data file provided to the Customer, except that identifying items such as name or address must be removed (not including student identification numbers);
  - ii. only include data pertaining to selected higher education providers, as advised by the Customer; and
  - iii. only be provided to higher education providers where the Supplier has been advised by the Customer that a higher education provider has submitted a valid data request.

**4.5.2. GOS-L Reports**

- a) The GOS-L provider reports for each of the participating higher education providers must provide detailed breakdowns of the higher education providers' results from the GOS-L, including the ability to benchmark results against national totals and at least one other grouping of higher education providers as requested by the recipient provider.
- b) The GOS-L technical documentation must be sufficient to enable the Customer to independently conduct its own data analysis and must:
- i. include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the survey, valid values, formats, weights and data derivations;
  - ii. be produced in a format acceptable to the Customer and be made available via the QILT Website Provider Portal; and
  - iii. initially be provided to the Customer as a draft for comment, with the final documentation incorporating Customer's comments on the draft.
- c) The GOS-L National Reports must
- i. include at a minimum:
    - A. an executive summary;

- B. an overview of the project and relevant contexts;
  - C. an overview of methodology including the survey design, survey population, non-response treatment and analysis techniques;
  - D. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;
  - E. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
  - F. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
  - G. a detailed discussion of results and any other significant findings emerging from the survey;
- ii. be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
  - iii. be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
  - iv. initially be provided to the Customer in a draft format for comment, with the final report incorporating Customer's comments on the draft.
- d) The GOS-L visual analytics report to be embedded in the QILT Website must:
- i. include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
  - ii. be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
  - iii. be provided in Power BI format; and
  - iv. initially be provided to the Customer in a draft format for comment, with the final report incorporating the Customer's comments on the draft.
- e) The GOS-L methodological reports must at a minimum, separately and distinctly, include the following:
- i. details of any divergence between the project plan and actual implementation;
  - ii. a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
  - iii. a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;
  - iv. a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by higher education providers;
  - v. details of any additional survey elements administered in conjunction with the core survey, and the manner in which they have been administered; and

- vi. any recommendations the Supplier have for the improvement of the GOS-L in future administrations.

4.6. **ESS data files and reports**

4.6.1. The data files containing results from the ESS must include:

- a) a frame data file for the use of the Customer which must:
  - i. incorporate all records which were considered for inclusion in the sample (including out of scope records), all data used in determination of the sample selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and
  - iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
- b) a national data file for the use of the Customer which must:
  - i. incorporate all data collected from the survey respondents, all data used in determination of the sample selection and all derived variables used for reporting;
  - ii. be produced in a format acceptable to the Customer and be made available via secure download; and
  - iii. initially be provided to the Customer as a draft for comment, with the final files incorporating the Customer's comments on the draft;
  - iv. data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the Customer, but must only contain data relating to students of the given provider;
- c) a national data file or files for distribution to higher education providers which must:
  - i. meet the same requirements as the national data file provided to the Customer, except that identifying items such as name or address must be removed (not including student identification numbers);
  - ii. only include data pertaining to selected higher education providers, as advised by the Customer; and
  - iii. only be provided to higher education providers where the Supplier has been advised by the Customer that a higher education provider has submitted a valid data request.

4.6.2. **ESS Reports**

- a) The ESS provider reports for each of the participating higher education providers must provide detailed breakdowns of the higher education providers' results from the ESS, including the ability to benchmark results against national totals and at least

one other grouping of higher education providers as requested by the recipient higher education provider.

- b) The ESS technical documentation must be sufficient to enable the Customer to independently conduct its own data analysis and must:
  - i. include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the survey, valid values, formats, weights and data derivations;
  - ii. be produced in a format acceptable to the Customer and be made available via the QILT Website Provider Portal; and
  - iii. initially be provided to the Customer as a draft for comment, with the final documentation incorporating the Customer's comments on the draft.
- c) The ESS National Reports must
  - i. include at a minimum:
    - A. an executive summary;
    - B. an overview of the project and relevant contexts;
    - C. an overview of methodology including the survey design, sample frame and sampling procedures, non-response treatment and analysis techniques;
    - D. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;
    - E. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
    - F. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
    - G. a detailed discussion of results and any other significant findings emerging from the survey;
  - ii. be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report; and
  - iii. initially be provided to the Customer in a draft format for comment, with the final report incorporating Customer's comments on the draft.
- d) The ESS methodological reports must at a minimum, separately and distinctly, include the following:
  - i. details of any divergence between the project plan and actual implementation;
  - ii. a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
  - iii. a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;

- iv. a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by universities; and
- v. any recommendations the Supplier has for the improvement of the ESS in future administrations.

#### 4.7. **Consents Project**

4.7.1. The Consents Project report must at a minimum provide:

- a) a detailed breakdown of consent arrangements for each higher education provider since the inception of the QILT program;
- b) an outline of the key issues identified, particularly as they relate to the current and future use of QILT Collected Data;
- c) an outline of key consistencies and inconsistencies across the breadth of processes, methods and materials used at each QILT participating institution to obtain, and withdraw, consent from students for their data to be used in QILT; and
- d) advice on next steps to strengthen the processes and provisions used at each higher education provider participating in the QILT program to obtain, and withdraw, consent from students, and the use of QILT Collected Data.

4.7.2. The register of ethics approvals must at a minimum include:

- a) an outline of consent provided by students and employers engaging in the QILT program; and
- b) an outline of processes for the withdrawal of consent throughout the QILT program.

4.7.3. The deployment of agreed standardised clauses for consent forms used by higher education providers to ensure these observe and comply with APPs and the *Higher Education Support Act 2003* and address the Customer's current and future uses of QILT Data may include but is not limited to:

- a) updating QILT program privacy statements;
- b) frequently asked questions (FAQs) on the QILT Website; and
- c) updating survey introductory and closing scripts.

#### 4.8. **ESS Methodology and Response Maximisation Project Phase 1**

4.8.1. The White Paper must at a minimum:

- a) provide an assessment of alternative methodological approaches to capture information on the extent to which higher education institutions are preparing graduates to meet employer needs;
- b) provide detailed alternatives to the ESS sample build process to increase the proportion of employed graduates who provide usable work supervisor contact details and maximise response rates; and

- c) initially be provided to the Customer be provided via email in Word format, as a draft for comment, with the final version of the paper incorporating the Customer's comments on the draft.

4.8.2. The report on qualitative research with graduates must at a minimum:

- a) provide details of the research undertaken including graduate perceptions on the efficacy of alternatives to the ESS sample build process to increase the proportion of employed graduates who provide usable work supervisor contact details; and
- b) recommendations from the research to inform communications and processes relating to the current sample build process.

4.8.3. The report on consultations with peak bodies, employers with large graduate recruitment programs and other stakeholders to increase participation in the ESS must at a minimum:

- a) provide details of the research undertaken including peak body, employer and other stakeholder perceptions on the efficacy of alternatives to the ESS sample build process to maximise response rates; and
- b) recommendations from the research to inform communications and processes relating to the current sample build process.

4.8.4. The evaluation of response maximisation initiatives must be incorporated in the 2025 ESS Methodological Report and at minimum provide:

- a) details of the efficacy of alternatives to the ESS sample build process to increase:
  - i. the proportion of employed graduates who provide usable work supervisor contact details; and
  - ii. maximise employer response rates; and
- b) recommendations from the implementation of response maximisation initiatives to inform communications and processes relating to future ESS sample build processes.

#### 4.9. **Weighting Approach Phase 1**

4.9.1. The Weighting Approach Analysis Plan will at a minimum include:

- a) the approach, inputs, outputs and timelines;
- b) the construction of population and respondent datasets to be used for analysis;
- c) analysis of non-response across student characteristics and associations between characteristics and key survey measures;
- d) construction of population benchmarks;
- e) the derivation of base and calibrated weights; and
- f) bias assessment and comparison of weighted and unweighted estimates.

4.9.2. The Weighting Approach White Paper must at minimum:

- a) provide an outline of the weighting solution for the most recent data for the GOS-L, GOS and SES, making comparisons between weighted and unweighted results including:
    - i. the calculation of weighted and unweighted estimates and their difference, together with confidence intervals and effect size (informed by the non-response analysis section in the GOS-L, GOS and SES Methodological Reports);
    - ii. final survey datasets with weights appended;
    - iii. syntax or other workings which for full transparency of process which may be made available to the Customer's stakeholders;
    - iv. Excel spreadsheets with the results and statistics for all material in the White Paper;
  - b) be up to 40 pages in length, including tables, graphs, references and appendices; and
  - c) provide for one round of consolidated feedback and edits.
- 4.9.3. The delivery of presentation to the QILT Working Group will:
- a) be up to 90 minutes in duration; and
  - b) make available any PowerPoint slides and presentation materials.

## **5. Policies, Standards and Guidelines**

(see clause 2.1.1.e)

- 5.1. **Applicable Australian and International standards**
- 5.2. In relation to website publishing, the Australian Standard AS-EN 301 549 – *Accessibility requirements suitable for public procurement of ICT products and services*.
- 5.3. **Customer or Commonwealth policies, standards or guidelines**  
The Supplier must comply with the [QILT Data Protocols \(accessible at: https://www.qilt.edu.au/data/data-protocols\)](https://www.qilt.edu.au/data/data-protocols).

## **6. Commencement and Timeframe**

(see clause 2.1.1.e)

- 6.1. **Commencement Date:** The date this Contract is made.
- 6.2. **Completion Date:** 30 November 2027
- 6.3. **Maximum total period for any Extended Service Periods:** 2 years
- 6.4. **Timeframe:**
- 6.4.1. The Services must be provided in the week commencing accordance with the following table. Actual dates will be agreed in consultation with project stakeholders and documented in the Annual Project Plan.

6.4.2. In the interest of supporting the meeting of timeframes:

- a) the Customer will, where possible, limit changes to reports to two reviews;
- b) the Customer will provide changes, feedback and questions within 5 Business Days of receipt of an initial draft report; and
- c) the Supplier will provide updated reports within 5 Business Days of receipt of changes and feedback provided by the Customer.

Service category	Reference Year	Item	Due date
Administration	2024	Annual Project Plan	Within 2 weeks of Contract signing
Administration	2024	Higher Education Liaison Strategy	Within 1 month of Contract signing
Administration	2024	Respondent Engagement Strategy	Within 1 month of Contract signing
Administration	2024	Fraud Control Plan	Within 1 month of Contract signing
Administration	2024	Progress report 1	15-Nov-24
Administration	2025	Annual Project Plan	29-Nov-24
Administration	2024	Fraud Control Plan	16-Dec-24
Administration	2025	Higher Education Liaison Strategy	20-Dec-24
Administration	2025	Respondent Engagement Strategy	20-Dec-24
Administration	2025	Progress report 2	16-May-25
Administration	2025	Fraud Control Plan	16-Jun-25
Administration	2025	Progress report 3	14-Nov-25
Administration	2026	Annual Project Plan	28-Nov-25
Administration	2025	Fraud Control Plan	15-Dec-25
Administration	2026	Higher Education Liaison Strategy	19-Dec-25
Administration	2026	Respondent Engagement Strategy	19-Dec-25
Administration	2026	Progress report 4	15-May-26
Administration	2026	Fraud Control Plan	15-Jun-26
Administration	2026	Progress report 5	16-Nov-26
Administration	2027	Annual Project Plan	30-Nov-26
Administration	2026	Fraud Control Plan	14-Dec-26
SES	2024	Fieldwork begins (August round)	29-Jul-24
SES	2024	Fieldwork begins (Sept round)	2-Sep-24
SES	2024	Fieldwork completed (August round)	15-Sep-24
SES	2024	Fieldwork completed (Sept round)	20-Oct-24

Service category	Reference Year	Item	Due date
SES	2024	Draft data files	15-Nov-24
SES	2024	Draft technical documents	15-Nov-24
SES	2024	Data files	29-Nov-24
SES	2024	Draft National Report	29-Nov-24
SES	2024	Draft International Report	29-Nov-24
SES	2024	Draft provider report	13-Dec-24
SES	2024	Methodological report	13-Dec-24
SES	2024	Draft visual analytics report	20-Dec-24
SES	2024	Draft visual analytics report – international	14-Jan-25
SES	2024	Technical documents	24-Dec-24
SES	2024	Updated free text analysis dictionary	24-Dec-24
SES	2024	Visual analytics report	24-Dec-24
SES	2024	Visual analytics report- international	24-Dec-24
SES	2024	National Report	14-Jan-25
SES	2024	International Report	15-Nov-24
SES	2024	Provider reports	15-Nov-24
SES	2025	Fieldwork begins (Aug round)	Week beginning 28-Jul-25
SES	2025	Fieldwork begins (Sep round)	Week beginning 1-Sep-25
SES	2025	Fieldwork completed (Aug round)	14-Sep-25
SES	2025	Fieldwork completed (Sep round)	19-Oct-25
SES	2025	Draft data files	14-Nov-25
SES	2025	Draft technical documents	14-Nov-25
SES	2025	Data files	28-Nov-25
SES	2025	Draft National Report	28-Nov-25
SES	2025	Draft International Report	28-Nov-25
SES	2025	Draft visual analytics report	12-Dec-25
SES	2025	Draft visual analytics report – international	12-Dec-25
SES	2025	Methodological report	19-Dec-25
SES	2025	Visual analytics report	23-Dec-25
SES	2025	Visual analytics report – international	23-Dec-25
SES	2025	National Report	24-Dec-25
SES	2025	International Report	24-Dec-25
SES	2025	Technical documents	13-Jan-26
SES	2025	Updated free text analysis dictionary (if required)	13-Jan-26
SES	2025	Provider reports	13-Jan-26
SES	2026	Fieldwork begins (August round)	27-Jul-26

Service category	Reference Year	Item	Due date
SES	2026	Fieldwork begins (Sept round)	1-Sep-26
SES	2026	Fieldwork completed (August round)	13-Sep-26
SES	2026	Fieldwork completed (Sept round)	18-Oct-26
SES	2026	Draft data files	13-Nov-26
SES	2026	Draft technical documents	13-Nov-26
SES	2026	Data files	27-Nov-26
SES	2026	Draft National Report	27-Nov-26
SES	2026	Draft International Report	27-Nov-26
SES	2026	Draft visual analytics report	11-Dec-26
SES	2026	Draft visual analytics report – international	11-Dec-26
SES	2026	Methodological report	18-Dec-26
SES	2026	Visual analytics report	22-Dec-26
SES	2026	Visual analytics report – international	22-Dec-26
SES	2026	National Report	23-Dec-26
SES	2026	International Report	23-Dec-26
SES	2026	Technical documents	12-Jan-27
SES	2026	Updated free text analysis dictionary	12-Jan-27
SES	2026	Provider reports	12-Jan-27
GOS	2024	Draft GOS and GOS-L international strategy	16-Sep-24
GOS	2024	GOS and GOS-L international strategy	30-Sep-24
GOS	2024	Nov round fieldwork begins	29-Oct-24
GOS	2024	Nov round fieldwork completed	8-Dec-24
GOS	2025	Feb round fieldwork begins	04-Feb-25
GOS	2025	Feb round fieldwork completed	16-Mar-25
GOS	2025	May round fieldwork begins	06-May-25
GOS	2025	May round fieldwork completed	15-Jun-25
GOS	2025	Draft data files	18-Jul-25
GOS	2025	Draft technical documents	18-Jul-25
GOS	2025	Data files	01-Aug-25
GOS	2025	Draft National Report	01-Aug-25
GOS	2025	Draft International Report	01-Aug-25
GOS	2025	Draft provider report	15-Aug-25
GOS	2025	Methodological report	15-Aug-25
GOS	2025	Draft visual analytics report	15-Aug-25
GOS	2025	Draft visual analytics report – international	15-Aug-25
GOS	2025	Visual analytics report	29-Aug-25
GOS	2025	Visual analytics report – international	29-Aug-25

Service category	Reference Year	Item	Due date
GOS	2025	National Report	29-Aug-25
GOS	2025	International Report	29-Aug-25
GOS	2025	Technical documents	29-Aug-25
GOS	2025	Updated free text analysis dictionary	29-Aug-25
GOS	2025	Provider reports	29-Aug-25
GOS	2025	Nov round fieldwork begins	28-Oct-25
GOS	2025	Nov round fieldwork completed	07-Dec-25
GOS	2026	Feb round fieldwork begins	03-Feb-26
GOS	2026	Feb round fieldwork completed	15-Mar-26
GOS	2026	May round fieldwork begins	03-May-26
GOS	2026	May round fieldwork completed	14-Jun-26
GOS	2026	Draft data files	17-Jul-26
GOS	2026	Draft technical documents	17-Jul-26
GOS	2026	Data files	31-Jul-26
GOS	2026	Draft National Report	31-Jul-26
GOS	2026	Draft International Report	31-Jul-26
GOS	2026	Draft provider report	14-Aug-26
GOS	2026	Methodological report	14-Aug-26
GOS	2026	Draft visual analytics report	14-Aug-26
GOS	2026	Draft visual analytics report – international	14-Aug-26
GOS	2026	Technical documents	28-Aug-26
GOS	2026	Updated free text analysis dictionary	28-Aug-26
GOS	2026	Visual analytics report	28-Aug-26
GOS	2026	Visual analytics report – international	28-Aug-26
GOS	2026	National Report	28-Aug-26
GOS	2026	International Report	28-Aug-26
GOS	2026	Provider reports	28-Aug-26
GOS	2027	Nov round fieldwork begins	27-Oct-26
GOS	2027	Nov round fieldwork completed	06-Dec-26
GOS	2027	Feb round fieldwork begins	02-Feb-27
GOS	2027	Feb round fieldwork completed	14-Mar-27
GOS	2027	May round fieldwork begins	04-May-27
GOS	2027	May round fieldwork completed	13-Jun-27
GOS	2027	Draft data files	16-Jul-27
GOS	2027	Draft technical documents	16-Jul-27
GOS	2027	Data files	30-Jul-27
GOS	2027	Draft National Report	30-Jul-27

Service category	Reference Year	Item	Due date
GOS	2027	Draft International Report	30-Jul-27
GOS	2027	Draft provider report	16-Aug-27
GOS	2027	Methodological report	16-Aug-27
GOS	2027	Draft visual analytics report	16-Aug-27
GOS	2027	Draft visual analytics report - international	16-Aug-27
GOS	2027	Technical documents	30-Aug-27
GOS	2027	Visual analytics report	30-Aug-27
GOS	2027	Visual analytics report - international	30-Aug-27
GOS	2027	National Report	30-Aug-27
GOS	2027	International Report	30-Aug-27
GOS	2027	Provider reports	30-Aug-27
GOS-L	2025	Fieldwork begins	17-Feb-25
GOS-L	2025	Fieldwork completed	30-Mar-25
GOS-L	2025	Draft data files	28-Apr-25
GOS-L	2025	Draft technical documents	28-Apr-25
GOS-L	2025	Data files	16-May-25
GOS-L	2025	Draft National Report	16-May-25
GOS-L	2025	Draft visual analytics report	30-May-25
GOS-L	2025	Draft provider report	30-May-25
GOS-L	2025	Methodological report	30-May-25
GOS-L	2025	Technical documents	16-Jun-25
GOS-L	2025	Provider reports	16-Jun-25
GOS-L	2025	Visual analytics report	16-Jun-25
GOS-L	2025	National Report	16-Jun-25
GOS-L	2026	Fieldwork begins	16-Feb-26
GOS-L	2026	Fieldwork completed	29-Mar-26
GOS-L	2026	Draft data files	27-Apr-26
GOS-L	2026	Draft technical documents	27-Apr-26
GOS-L	2026	Data files	15-May-26
GOS-L	2026	Draft National Report	15-May-26
GOS-L	2026	Draft visual analytics report	29-May-26
GOS-L	2026	Draft provider report	29-May-26
GOS-L	2026	Methodological report	29-May-26
GOS-L	2026	Technical documents	15-Jun-26
GOS-L	2026	Provider reports	15-Jun-26
GOS-L	2026	Visual analytics report	15-Jun-26
GOS-L	2026	National Report	15-Jun-26

Service category	Reference Year	Item	Due date
GOS-L	2027	Fieldwork begins	15-Feb-27
GOS-L	2027	Fieldwork completed	28-Mar-27
GOS-L	2027	Draft data files	30-Apr-27
GOS-L	2027	Draft technical documents	30-Apr-27
GOS-L	2027	Data files	14-May-27
GOS-L	2027	Draft National Report	14-May-27
GOS-L	2027	Draft visual analytics report	28-May-27
GOS-L	2027	Draft provider report	28-May-27
GOS-L	2027	Methodological report	28-May-27
GOS-L	2027	Technical documents	14-Jun-27
GOS-L	2027	Provider reports	14-Jun-27
GOS-L	2027	Visual analytics report	14-Jun-27
GOS-L	2027	National Report	14-Jun-27
ESS	2025	Nov round fieldwork begins	07-Nov-24
ESS	2025	Feb round fieldwork begins	13-Feb-25
ESS	2025	May round fieldwork begins	15-May-25
ESS	2025	May round fieldwork completed	17-Aug-25
ESS	2025	Draft data files	15-Sep-25
ESS	2025	Draft technical documents	15-Sep-25
ESS	2025	Data files	29-Sep-25
ESS	2025	Draft National Report	29-Sep-25
ESS	2025	Methodological report	13-Oct-25
ESS	2025	Technical documents	31-Oct-25
ESS	2025	National Report	31-Oct-25
ESS	2025	Provider reports	31-Oct-25
ESS	2026	Nov round fieldwork begins	06-Nov-25
ESS	2026	Feb round fieldwork begins	12-Feb-26
ESS	2026	May round fieldwork begins	14-May-26
ESS	2026	May round fieldwork completed	16-Aug-26
ESS	2026	Draft data files	14-Sep-26
ESS	2026	Draft technical documents	14-Sep-26
ESS	2026	Data files	28-Sep-26
ESS	2026	Draft National Report	28-Sep-26
ESS	2026	Methodological report	12-Oct-26
ESS	2026	Technical documents	30-Oct-26
ESS	2026	National Report	30-Oct-26
ESS	2026	Provider reports	30-Oct-26
ESS	2027	Nov round fieldwork begins	05-Nov-26

Service category	Reference Year	Item	Due date
ESS	2027	Feb round fieldwork begins	11-Feb-27
ESS	2027	May round fieldwork begins	13-May-27
ESS	2027	May round fieldwork completed	15-Aug-27
ESS	2027	Draft data files	13-Sep-27
ESS	2027	Draft technical documents	13-Sep-27
ESS	2027	Data files	27-Sep-27
ESS	2027	Draft National Report	27-Sep-27
ESS	2027	Methodological report	11-Oct-27
ESS	2027	Technical documents	29-Oct-27
ESS	2027	National Report	29-Oct-27
ESS	2027	Provider reports	29-Oct-27
Website	2024	IT security documentation	31-Oct-24
Website	2024	ComparED Website data refresh	Align with 2024 SES National Report
Website	2025	ComparED Website data refresh	Align with 2025 GOS National Report
Website	2025	IT security documentation	31-Oct-25
Website	2025	ComparED Website data refresh	Align with 2025 SES National Report
Website	2026	ComparED Website data refresh	Align with 2026 GOS National Report
Website	2026	IT security documentation	30-Oct-26
Website	2026	ComparED Website data refresh	Align with 2026 SES National Report
Website	2027	ComparED Website data refresh	Align with 2027 GOS National Report
Website	2027	IT security documentation	29-Oct-27

6.4.3. The Additional Services must be provided in the week commencing accordance with the following table. Actual dates will be agreed in consultation with project stakeholders and documented in the Annual Project Plan.

Additional Service category	Item	Due date
Consents Project	Project Plan	16-Aug-24
	Data collection begins	3-Sept-24
	Data collection completed	4-Oct-24

	Report	29-Nov-24
	Ongoing maintenance of consents register	Ongoing
ESS Methodology and Response Maximisation Project Phase 1	Project Plan	31-Mar-25
	White Paper	30-Apr-25
	Report (Qualitative Research)	16-Jul-25
	Report (Peak Body Consultations)	31-Oct-25
	Experimentation deployment	3-Nov-25
	Supplementary response maximisation activity	Throughout ESS sample build
	QILT website ESS pages update	29-Nov-25
	Project Plan	6-Dec-25
	Consultation Report 1 (Closed Consultation)	30-Apr-26
	Consultation Report 2 (Open Consultation)	14-Jul-26
	Testing Report	30-Sep-26
	Evaluation of response maximisation initiatives (2026 ESS methodology report)	12-Oct-26
	Weighting Approach	Analysis Plan
White Paper		20-Dec-25
Final weighted datasets		31-Jan-26
Presentation		31-Jan-26

## 7. Invoicing and Payment

(see clauses 2.1.1.h & 6.1.1.c)

### 7.1. Invoices:

7.1.1. Invoices will be issued by the Supplier within 10 Business Days of completion of the relevant Milestone in the table in Item 11

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

- a) the words "tax invoice" stated prominently;
- b) the Supplier's name;
- c) the Supplier's ABN;
- d) the Customer's name and address;
- e) the date of issue of the tax invoice;
- f) the title of this Contract and the Contract number or purchase order number (if any);
- g) the purchase order (PO) number (as an independent text, with spaces before and after the PO number);
- h) details of fees, allowances and costs including the items to which they relate;

- i) the total amount payable (including GST, if applicable);
- j) the GST amount shown separately (if applicable); and
- k) written certification in a form acceptable to the Customer that the Supplier has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of this Contract.

7.1.3. Invoices must be sent:

- a) in pdf format;
- b) to s 47E(d) with the subject line "Invoice Number (insert) – PO number XXXXXX; and
- c) cc in [the Team’s EL2] and [the Goods receipt officer/team’s EL1].

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

7.1.5. An invoice is not correctly rendered where:

- a) it includes amounts that are not properly payable under this Contract or are incorrectly calculated; or
- b) it relates to a payment in relation to which the Customer has exercised its rights under clause 6.2 of this Contract.

7.1.6. All invoices must be addressed to the Project Officer.

**8. Project Officer**  
(see clause 2.3)

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The Project Officer is the person for the time-being holding, occupying or performing the duties of Assistant Director, Performance and Analysis Team, Market Analysis and Data branch, currently s 22, available on telephone number s 22 or via the address set out in Item 19.

**9. Subcontractors**  
(see clause 2.4)

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The Supplier may subcontract the performance of parts of the Services as follows:

Part of the Services being subcontracted	Subcontractor	Additional conditions
s 47G		

**10. Specified Personnel**  
(see clause 2.5)

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The Supplier agrees that work under this Contract will be undertaken by the following Specified Personnel:

Name	Role
s 47F	s 47G

**11. Fees**

(see clauses 6.1.1.a, 16.1.4.a.i & 16.1.4.a.ii)

11.1.1. The total fee for the Service is \$18,764,559.00 (GST exclusive) payable by the following instalments:

Milestone description	Approximate timing	Milestone Payment (ex GST)
1. On signing of contract	Jun-24	\$1,613,052.72
2. On approval of progress report 1	15-Nov-24	\$1,249,416.66
3. 2025 GOS-L fieldwork commencement	17-Feb-25	\$1,249,416.66
4. On approval of progress report 2 by the Customer	16-May-25	\$1,249,416.66
5. On approval of GOS 2025 final draft national report	28-July-25	\$1,340,325.63
6. On approval of progress report 3 by the Customer	14-Nov-25	\$1,340,325.63
7. 2026 GOS-L fieldwork commencement	16-Feb-26	\$1,340,325.63
8. On approval of progress report 4 by the Customer	15-May-26	\$1,340,325.63
9. On approval of GOS 2026 final draft national report	31-Jul-26	\$1,340,325.63
10. On approval of progress report 5 by the Customer	16-Nov-26	\$1,340,325.63
11. 2027 GOS-L fieldwork commencement	15-Feb-27	\$1,340,325.63
12. On approval of progress report 6 by the Customer	15-May-27	\$1,340,325.63
13. On approval of GOS 2027 final draft national report	30-July-27	\$1,340,325.63
14. On approval of the ESS 2027 National report	29-Oct-27	\$1,340,325.63

11.1.2. The total fee for the Additional Services is \$1,072,082 (GST exclusive) payable by the following instalments:

Milestone description	Approximate timing	Milestone Payment (ex GST)
1. On acceptance of data analysis and summary report (Consents Project)	Aligned with Service Fee 2 15-Nov-24	\$48,884.00
2. On acceptance of the ESS Review White Paper	Aligned with Service Fee 4 16-May-25	\$40,910.00
3. To support ongoing maintenance of the Consents registers	Aligned with Service Fee 5 28-Jul-25	\$12,589.00
4. On acceptance of the ESS 2 Graduates Qualitative Research Report	Aligned with Service Fee 5 28-Jul-25	\$97,290.00

5. On acceptance of the Weighting Approach Analysis Plan	Aligned with Service Fee 5 28-Jul-25	\$48,400.00
6. On acceptance of the ESS Peak Body Consultation Report	Aligned with Service Fee 6 14-Nov-25	\$193,408.00
7. On completion of activities to support Weighting Approach (dataset construction, non-response / association analysis, benchmark construction and weighting)	Aligned with Service Fee 6 14-Nov-25	\$12,100.00
8. On acceptance of ESS Review 2b Project Plan	Aligned with Service Fee 7 16-Feb-26	\$118,897.20
9. On acceptance of Weighting Approach White Paper and presentation to QILT Working Group	Aligned with Service Fee 7 16-Feb-26	\$12,342.00
10. On acceptance of ESS Review Closed Consultation Report	Aligned with Service Fee 8 15-May-26	\$118,897.20
11. To support ongoing maintenance of the Consents registers	Aligned with Service Fee 9 31-Jul-26	\$11,673.00
12. On acceptance of ESS Review Open Consultation Report	Aligned with Service Fee 9 31-Jul-26	\$118,897.20
13. On acceptance of ESS Review Initial Testing Report	Aligned with Service Fee 10 16-Nov-26	\$118,897.20
14. On acceptance of ESS Review Pilot Test Report	Aligned with Service Fee 13 30-Jul-27	\$118,897.20

**12. Allowances and Costs**

(see clause 6.1.1.b)

Not applicable

**13. Facilities and Assistance**

(see clause 6.1.1.d)

Not applicable

**14. Use of Commonwealth Material**

(see clause 7.1)

Description of Commonwealth Material	Conditions or restrictions on use
Unit record data extracted from the Higher Education Information Management System	To be used only for the construction of survey sample frame and quality assurance procedures, in accordance with Division 180 of the <i>Higher Education Support Act 2003</i> .

Australian Government Coat of Arms and Department of Education logo	Prior to publication, public dissemination or public display of any online materials, the Supplier must provide a sample of the proposed material to the Customer. The Supplier must make any amendments to the use of the logo in the materials that is required by the Customer prior to publication, public dissemination or public display.
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**15. Existing Material**  
(see clause 7.2.2)

Not applicable

**16. Confidential Information**  
(see clause 8)

**Customer's Confidential Information**

Description of Confidential Information	Period of confidentiality
Personal information, which is Higher Education Support Act information, as defined in section 180-5 of the <i>Higher Education Support Act 2003</i>	In perpetuity and destroyed in accordance with Item 18

**Supplier's Confidential Information**

Description of Confidential Information	Period of confidentiality
Fee breakdown contained in the Contract and tender (as distinct from total Contract fee)	In perpetuity
Information obtained or generated in performing the Contract: Survey respondents	During the Term

**17. Security**  
(see clause 9)

**Level of classification of Official Information**

Unclassified

**Official Information**

Not applicable

### **Additional Security Requirements**

Not applicable

### **Information Technology Security Requirements**

In this Item “ICT Systems” means the information and communication technology systems and software used by the Supplier, its Personnel, and its subcontractors, for the delivery of Services under this contract where those ICT Systems access, hold, transmit or store Sensitive or Classified Information or Official Information.

The Supplier must ensure that:

- a) ICT Systems are always hosted and maintained within Australia, unless a notice has been provided by the Customer to accept the use of offshore ICT Systems;
- b) for any 'cloud' ICT Systems, such as platform infrastructure as a service (IaaS), software as a service (SaaS), or platform as a service (PaaS), the relevant ICT System has successfully undergone and received Australia Signals Directorate (ASD) infosec registered assessor program (IRAP) certification  
[https://www.asd.gov.au/infosec/irap/certified\\_clouds.htm](https://www.asd.gov.au/infosec/irap/certified_clouds.htm);
- c) If an IaaS, PaaS, SaaS service within Australia is not hosted on a vendor on the CCSL, the Customer may require an IRAP assessment to be undertaken;
- d) any development of ICT Systems adheres to the software development guidelines as described within the Commonwealth’s information security manual and documentation provided in the Open Web Application Security Project guides at [https://www.owasp.org/index.php/Main\\_Page](https://www.owasp.org/index.php/Main_Page);
- e) Vulnerability Assessment and Penetration Testing is undertaken for the Supplier’s ICT Systems used to deliver work under this contract, as set out in *the ISM – Guidelines for system monitoring*;
- f) there is effective and appropriate ongoing system monitoring of the ICT Systems including but not limited to network services, host resources, run–scripts, plugins, parallelised service checks, host hierarchies, log files and rotations, and data storage; and
- g) there is effective and appropriate ongoing platform–level support of the ICT Systems including but not limited to regular maintenance, security updates, and security patches.

### **Security Documentation**

The Supplier must submit to the Customer, by the date specified by the Customer in a notice, the following security documentation (as described in the Australian Government Information Security Manual) in relation to the Supplier’s ICT systems:

- a) System Security Plan;
- b) Standard Operating Procedures; and
- c) Incident Response Plan
- d) Vulnerability Assessment and Penetration Testing reports.

The Supplier must review the Security Documentation at least annually and submit updates of the Security Documentation to the Customer, by the date specified by the Customer in a notice.

*Authorised to operate*

The Customer may use the above security documentation to conduct a review in relation to any of the Supplier's ICT Systems. This review informs the decision made by the Customer for an Authorisation to Operate. All systems and services under the contract must be authorised to operate by the Customer.

For the purposes of the review, the Customer may request the Supplier submit any Security Documentation, any Contract Material and any Existing Material. If a request is made, the Supplier must submit the requested documentation by the date specified by the Customer in a notice.

The Supplier and its Personnel must fully cooperate and support the Customer during the authorisation process.

If, as a result of the authorisation process, Vulnerability Assessment or Penetration Tests, the Customer identifies that the ICT Systems do not meet any requirements of this contract, the PSPF or ISM, then the Supplier must, by the date specified by the Customer in a notice, rectify the Supplier's ICT Systems to the Customer's satisfaction, at the Supplier's cost.

**18. Privacy Requirements, Directions, Guidelines, Determinations, and Recommendations**  
**(see clause 23)**

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In relation to Personal Information received, created or held by the Supplier for the purposes of this Contract, the Supplier must:

- a. not transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Project Officer;
- b. ensure that any person who the Supplier allows to access Personal Information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles as if they were the Customer;
- c. co-operate with reasonable directions or inquiries made by an Information Officer or the Project Officer in relation to the management of Personal Information;
- d. if requested by the Customer, at the end of this Contract, return all Contract Material containing Personal Information to the Project Officer, or de-identify, delete or destroy that Material in the presence of a person authorised by the Project Officer or as otherwise instructed by the Project Officer;
- e. consent to the Supplier's name being published in reports by the Information Commissioner; and
- f. to comply with the relevant provisions of the *Higher Education Support Act 2003*.

**19. Customer's Address for Notices**  
**(see clause 17.1.1.a)**

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**Physical address**

50 Marcus Clarke St

Canberra, ACT, 2601

**Postal address**

GPO Box 9880

Canberra, ACT, 2601

**Email**

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**20. Fraud Control**

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**Fraud** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

- a) The Supplier acknowledges that Fraud is a serious offence.
- b) Within one month of the Commencement Date, the Supplier must prepare a Fraud Control Plan that is consistent with the Commonwealth Fraud Control Framework 2017 (**Fraud Control Plan**) and provide a copy of the Fraud Control Plan to the Customer.
- c) The Supplier must review and update the Fraud Control Plan at least every six months over the Term of this Contract, or whenever there is a significant change in the structure or activities of the Supplier. The Supplier must provide the Customer with details of any review and a copy of any update to the Fraud Control Plan.
- d) The Supplier must:
  - i. take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract; and
  - ii. ensure its Personnel and subcontractors do not engage in any Fraud in relation to this Contract.
- e) If the Supplier becomes aware of:
  - i. any Fraud or suspected Fraud in relation to this Contract; or
  - ii. any Fraud or suspected Fraud not related to this Contract, but which has had or may have an effect on the performance of this Contract,  
then it must:
    - iii. within 5 Business Days, report the matter to the Customer, the Customer's Fraud investigation team ([fraud@education.gov.au](mailto:fraud@education.gov.au)), and all appropriate law enforcement and regulatory agencies; and
    - iv. if directed by the Customer and at its own cost, investigate the Fraud or suspected Fraud in accordance with any directions or standards required by the Customer.
- f) The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

- g) If an investigation finds that the Supplier or its Personnel or subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by its Personnel or subcontractors, the Supplier must reimburse or compensate the Customer in full.
- h) The Customer may, at its absolute discretion, investigate any Fraud in relation to this Contract. The Supplier must co-operate and provide all reasonable assistance at its own cost with any such investigation. Clause 26.5 applies to any such investigation.

**21. Insurance**

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**(see clause 26.6)**

Required insurance:

- a. workers' compensation as required by law;
- b. public liability insurance to a value of \$10 million or more per claim; and
- c. professional indemnity insurance to a value of \$5 million or more per claim.

**22. Applicable Legislation**

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- a. The Supplier must familiarise itself with all relevant Commonwealth Legislation and policies that may apply to the delivery of the Services including:
  - i. the Crimes Act 1914 (Cth);
  - ii. the Criminal Code Act 1995 (Cth);
  - iii. the Fair Work Act 2009 (Cth);
  - iv. the Freedom of Information Act 1982 (Cth);
  - v. Higher Education Support Act 2003 (Cth);
  - vi. the Modern Slavery Act 2018 (Cth);
  - vii. the Ombudsman Act 1976 (Cth);
  - viii. the Privacy Act 1988 (Cth);
  - ix. the Public Governance, Performance and Accountability Act 2013 (Cth);
  - x. the Work Health and Safety Act 2011 (Cth);
  - xi. the Government Procurement (Judicial Review) Act 2018 (Cth);
  - xii. the Workplace Gender Equality Act 2021 (Cth);
  - xiii. the Charter of United Nations Act 1945 (Cth);
  - xiv. the Charter of United Nations (Dealing with Assets) Regulations 2008 (Cth);
  - xv. the Payment Times Reporting Act 2020 (Cth);
  - xvi. the National Anti-Corruption Commission Act 2022 (Cth);
  - xvii. the Australian Industry Participation Policy;

- xviii. the [Commonwealth Fraud Control Framework](#);
  - xix. the [Shadow Economy Procurement Connected Policy](#);
  - xx. the Commonwealth Procurement Rules;
  - xxi. the Indigenous Procurement Policy;
  - xxii. the [Commonwealth Child Safe Framework](#);
  - xxiii. the Protective Security Policy Framework;
  - xxiv. any other Legislation or Commonwealth policies as notified to the Supplier from time to time.
- b. The Customer requires the Supplier and its Personnel to conduct themselves in accordance with:
- i. the Values and Code of Conduct of the Australian Public Service as set out in the [Public Service Act 1999 \(Cth\)](#) (see also: <https://www.apsc.gov.au/working-aps/integrity>); and
  - ii. the Customer's security instructions as notified to the Supplier from time to time.

**23. Applicable Law**

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(see clause 26.14)

Australian Capital Territory

**24. Web Accessibility**

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(see clause 27.2)

- a) The Supplier must, by the date specified in Item 6.4, submit a draft web accessibility strategy (**Accessibility Strategy**) to the Customer for the Customer's approval.
- b) The Accessibility Strategy must, at a minimum, detail:
  - i. the types of Contract Material that will require web accessibility;
  - ii. any other Material used in delivery of the Services that will require web accessibility;
  - iii. how the Supplier will ensure that it complies, and its subcontractors comply, with the Double A (medium standard) of web accessibility in accordance with the Web Content Accessibility Guidelines in delivery of the Services;
  - iv. timelines and any key activities for the above requirements;
  - v. any applicable requirements contained in the Customer's policies relating to web accessibility;
  - vi. any other requirements relating to web accessibility notified by the Customer prior to submission of the Accessibility Strategy.

- c) The Supplier must consult and cooperate with the Customer in preparing the Accessibility Strategy, and the Supplier must incorporate in the Accessibility Strategy any applicable requirements contained in the Customer's policies relating to web accessibility.
- d) The Supplier must ensure that the Accessibility Strategy is informed by, and incorporates where applicable, the *World Wide Web Access: The Disability Discrimination Act Advisory Notes* (<https://www.humanrights.gov.au/world-wide-web-access-disability-discrimination-act-advisory-notes-ver-41-2014>), which outline the expectations of the Australian Human Rights Commission with respect to the accessibility of online information, goods and services.
- e) The Accessibility Strategy must not be inconsistent with this Contract, in the case of any inconsistency the requirements contained in this Contract prevail.
- f) Upon submission of the Accessibility Strategy, the Customer may, at its absolute discretion, approve the strategy or require the Supplier to make amendments to the strategy. The Supplier must make any amendments to the Accessibility Strategy within the timeframe specified by the Customer.
- g) Once approved, the approved Accessibility Strategy forms part of this Contract and the Supplier must fully comply with the approved Accessibility Strategy.
- h) The approved Accessibility Strategy is in addition to the requirements specified in clause 26.2 of this Contract.

**SCHEDULE 2 INDIGENOUS PARTICIPATION PLAN**

**SCHEDULE 3 CONFLICT OF INTEREST DECLARATION FORM**

**Conflict of Interest Declaration Form  
(Specified Personnel)**

**1. Definitions**

For the purposes of this Conflict-of-Interest Declaration Form, these terms have the following meaning:

**Conflict of Interest** means any matter, circumstance, interest, or activity affecting the Declarant which may or may appear to impair the ability of the Supplier to provide the Services to the Customer diligently and independently;

**Contract** means the contract between the Supplier and the Customer described in section 3 of this declaration below;

**Customer** means the Commonwealth of Australia as represented by the Department of Education;

**Declarant** or **I** refer to the person described in section 2 of this declaration below;

**Services** means the services to be delivered by the Supplier to the Customer under the Contract;

**Specified Personnel** means the personnel set out in item 9 of the Contract who are to perform all or part of the work constituting the Services on the Supplier’s behalf; and

**Supplier** means the entity engaged by the Customer to deliver Services under the Contract.

**2. Declarant’s Details**

<b>Full Name:</b>	
<b>Job Title:</b>	
<b>Email Address:</b>	
<b>Contact Number:</b>	

**3. Contract Details**

<b>Contract CRN:</b>	
<b>Supplier:</b>	
<b>Roles and Responsibilities as ‘Specified Personnel’:</b>	

**4. Declaration**

I declare that:

I do not have any matters that would give rise to a Conflict of Interest.

**OR**

I have matters that may give rise to a Conflict of Interest as listed below:

- I. [description]
- II. [description]
- III. [description]
- IV. [description],

and, in order to manage the Conflict of Interest described above, I have implemented the following mitigation strategies:

[description].

I further declare that I undertake to make a further declaration to the Supplier as soon as practicable should any Conflict of Interest arise during the period in which I am required to perform as Specified Personnel in relation to the provision of Services by the Supplier under the Contract. I agree to comply with any direction given by the Customer in relation to the management of such Conflict of Interest.

Name of Specified Personnel	Signature of Specified Personnel	Date

**Supplier Endorsement**

**I warrant that I am a person with the legal authority to bind the Supplier named above. The Supplier warrants, in relation to the Declarant that to the best of its knowledge, after making diligent inquiry, and as of the date set out below:**

- no Conflict of Interest exists or is likely to arise in the performance of the Services; or
- the only Conflict of Interest that exists is as described in section 4 above.

Name of Endorser	Signature of Endorser	Date

**Executed by:**

SIGNED for and on behalf of the  
**Commonwealth of Australia as  
represented by the Department of  
Education** by:

s 22

s 22

\_\_\_\_\_  
Signature of witness

s 22

\_\_\_\_\_  
Full name of witness

19/6/24

\_\_\_\_\_  
Date

EXECUTED by **The Social Research Centre  
Pty Ltd ACN 096 153 212**, in accordance  
with the requirements of section 127 of  
the *Corporations Act 2001* (Cth) by:

s 47F

s 47F

\_\_\_\_\_  
Signature of secretary

\_\_\_\_\_  
Carolyn Jean Lilley

\_\_\_\_\_  
Tim John Bedohazy

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of secretary

\_\_\_\_\_  
18<sup>th</sup> June 2024

Date

# Summary of Changes to the 2023 Student Experience Survey

## Review of the SES | Information paper 1

August 2023

## Acknowledgements

We acknowledge the Wurundjeri People who are the Traditional Custodians of the lands on which our company is located, and the Traditional Custodians of country throughout Australia, where we conduct our business. We pay our respects to Elders, past, present and emerging. The Social Research Centre is committed to honouring First Nations peoples' unique cultural and spiritual relationships to the land, waters and seas and their rich contribution to society.

### Project sponsor:

The Quality Indicators for Learning and Teaching (QILT) suite of surveys is funded by the Australian Government Department of Education.

### Contact:

For more information on the conduct and results of this project, please contact:

The QILT Team  
The Social Research Centre  
Email: [qilt@srcentre.com.au](mailto:qilt@srcentre.com.au)  
Telephone: +61 3 9236 8500  
[www.qilt.edu.au](http://www.qilt.edu.au)

Version: 1 | 10 August 2023



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# 1. Introduction

The Student Experience Survey (SES) provides a national architecture for collecting data on key aspects of the higher education student experience. The SES focuses on measurable aspects of the student experience that are linked with learning and development outcomes, and potentially able to be influenced by institutions.

Originally developed as the University Experience Survey (UES) in 2011, the SES was renamed in 2015 to facilitate the inclusion of students from non-university higher education institutions (NUHEIs).

Prior to 2020, other than minor changes in wording to ensure the survey instrument was relevant to all higher education students, the survey questionnaire had remained essentially unchanged from the 2015 SES. In 2020, a new international student module was added to measure broader aspects of the international student experience including living and accommodation experience and reasons for choosing to study in Australia. In 2021, a set of items measuring students' perceptions of freedom of expression on campus was added.

In 2022, the Australian Council for Educational Research (ACER), in collaboration with the Social Research Centre (SRC), was commissioned by the Australian Government Department of Education (the Department) to review the SES instrument to determine whether it was still appropriate for measuring the experience of higher education students and was meeting the needs of data users. Following this review, recommendations were made to improve the instrument, resulting in a number of changes being made to the 2023 SES. These changes, approved by the Department and endorsed by the QILT Working Group, are summarised in this document.

The changes to the 2023 SES will have implications on the structure of the data files institutions receive. Institutions with data warehouses should notify their IT departments in advance so they can be ready to make the necessary updates once the changes are confirmed.

A separate document outlining the changes to the institutional data files will be distributed in mid-October 2023, prior to the delivery of institution data files in January 2024.

## 1.1. Review of the SES

ACER conducted the review of the SES in two phases in 2022-23. Phase 1 consisted of a review of the literature and policy, psychometric and statistical analyses of existing SES data, and a broad consultation with current data users and other stakeholders in the Australian higher education sector. Phase 1 concluded with the submission of an interim report to the Department that included options for making changes to the SES which could be pursued in Phase 2 of the review.

Phase 2 of the review involved the redevelopment of specific areas of focus identified in Phase 1. Questions were re-drafted and focus areas realigned with the aim of ensuring the instrument reflects current experiences of students and remains clear and useful for stakeholders and data users.

New or modified questions were cognitively tested in February 2023 with current higher education students and refined based on student feedback. A pilot study was conducted in March and April 2023 using the redeveloped instrument. A total of 2,718 surveys were completed by current higher education students at Australian universities. The responding population included a mix of students from different course levels, study areas and demographic backgrounds.

ACER conducted psychometric and statistical analyses of the pilot data before preparing recommendations in a final report submitted to the Department.

For further details on the review process and rationale for the changes made to the 2023 SES, slides and recordings of webinars presented by ACER at the conclusion of Phase 1 and Phase 2 of the review are available to download from the QILT provider portal. Refer to QILT Webinar – 23 March and QILT Webinar – 5 July from the provider resources.

## 1.2. Changes to the SES instrument

Based on findings from the review of the SES, the following changes were made to the 2023 SES instrument:

- The addition of a set of questions related to study mode.
- The redevelopment of two focus areas and one item:
  - Peer Engagement focus area (previously known as the Learner Engagement focus area)
  - Student Support and Services focus area (previously known as the Student Support focus area)
  - Response options for the 'Seriously considered leaving' question.
- The removal of questions related to:
  - where students' study is based and the amount of study done online
  - students' average grade
  - visa type.

These changes are outlined in further detail below. A complete item summary of the 2023 SES is available in Appendix 1.

### 1.1.1. Peer Engagement focus area – previously known as Learner Engagement

Phase 1 of the review of the SES found that the original Learner Engagement focus area and underlying items had statistical issues, stakeholders expressed that the findings for this focus area were difficult to communicate, and many felt that the aspects of learner engagement currently included in the focus area were too narrow and not important to students. This focus area was redeveloped to better align the items included in this focus area and to ensure that items focus on one factor psychometrically.

OPPLOC (*At your institution during 2022, to what extent have you been given opportunities to interact with local students?*) and FEELPREP (*At your institution during 2022, to what extent have you felt prepared for your study?*) were removed from the 2023 SES instrument. Analysis from Phase 1 of the review found OPPLOC was mostly relevant to international students only and FEELPREP was more closely associated with items in the Student Support focus area.

BELONG (*At your institution during 2022, to what extent have you had a sense of belonging to your institution?*), a benchmark and KPI for many institutions, was moved out of the focus area but retained in the SES instrument to be reported separately.

The name of this focus area was changed to Peer Engagement to better reflect the items being interrogated.

Table 1 New Peer Engagement focus area items

Variable	Question	Response options
INTERACTINTROA	Thinking about your <FINALCOURSEA> <course> in <SURVEYYEAR>, how frequently have you...	1. Never 2. Rarely 3. Sometimes 4. Often 5. Always
	(STATEMENTS)	
DISCUSS_REV	a) Contributed to class discussion? (e.g. in-person discussions, online chat forums, discussion boards)	
WRKOTHER_REV	b) Worked with other students as part of your <COURSE>? (e.g. group assignments, in-class collaboration)	
INTERHELP	c) Interacted with other students to give or receive help with your study? (e.g. study groups, informal conversations about your study)	
INTEROUR_REV	d) Interacted socially with other students outside of your study?	
INTERDIVER	e) Interacted with a diverse range of students?	
INTERACTINTROB	Thinking about your <FINALCOURSEB> <course> in <SURVEYYEAR>, how frequently have you...	1. Never 2. Rarely 3. Sometimes 4. Often 5. Always
	(STATEMENTS)	
DISCUSSB_REV	a) Contributed to class discussion? (e.g. in-person discussions, online chat forums, discussion boards)	
WRKOTHERB_REV	b) Worked with other students as part of your <COURSE>? (e.g. group assignments, in-class collaboration)	
INTERHELPB	c) Interacted with other students to give or receive help with your study? (e.g. study groups, informal conversations about your study)	
INTEROURB_REV	d) Interacted socially with other students outside of your study?	
INTERDIVERB	e) Interacted with a diverse range of students?	

### 1.1.2. Student Support and Services focus area – previously known as Student Support

Analysis of the Student Support focus area conducted in Phase 1 of the review identified some statistical issues. It also became apparent through the consultation process that the items were focused on students' interactions with traditional centralised support services and did not capture the many different types of support currently available and how students access them.

The Student Support focus area was redeveloped to ensure the items were relevant to the way student support and services are delivered in 2023 and beyond, as well as to address the psychometric issues found with this focus area. The response options were also updated to ensure they answered the question being asked. Additionally, all the items found in this focus area were given the same question and answer format to streamline the responses and reduce respondent burden.

The name of this focus area was changed to Student Support and Services to better reflect the underlying items measured.

Table 2 New Student Support and Services focus area items

Variable	Question	Response options
SUPPSERV	How helpful have you found the following supports and services provided by your institution during 2023?	1. Not at all helpful 2. A little helpful 3. Somewhat helpful 4. Quite helpful 5. Very helpful 97. Not applicable
	(STATEMENTS)	
SUP_ENROL	a) enrolment processes and support	
SUP_INDUCT	b) induction/orientation activities	
SUP_LMS	c) online learning platform (i.e. Learning Management System)	
SUP_CARDEV	d) career development services (including employability skill development, careers advice and planning)	
SUP_STUDY	e) study or learning support services	
SUP_HEALTH	f) counsellors and/or health services	
SUP_FINLEG	g) financial and/or legal advisors	

### 1.1.3. Teaching Quality and Engagement focus area – previously known as Teaching Quality

No changes were made to the underlying items within the Teaching Quality focus area, however, the name was expanded to Teaching Quality and Engagement to better reflect what this focus area measures.

### 1.1.4. Learning Resources

No changes were made to the underlying items within the Learning Resources focus area, however, 'Online Learning Platform' (i.e. Learning Management System), which was added to the 2020 SES but never included in the Learning Resources focus area score, has moved and will now be included as part of the new Student and Support Services focus area items (refer to Table 2).

### 1.1.5. Study mode

Mode of study is an important variable in understanding differences in students' educational experiences. Over the past 10 years since the instrument was first developed, there has been a rapid increase in students studying online. There has also been a proliferation of flexible study options available to students. This has made it increasingly difficult for institutions to record accurate study mode data for students. Throughout the consultation process of the review, it was apparent that there was a need for more accurate data related to students' mode of study.

A set of items was developed for the 2023 SES that could be used to derive mode of study outcomes for students. The aim of these three multi-layer questions is to derive five modes of study: on-campus, blended – less than half online, hybrid – half or more online, all online – with some or all synchronous and all online – asynchronous.

To provide additional context to data users, an additional item related to the proportion of students' course time spent on work-integrated learning was also added to the 2023 SES. It is expected that this data will provide additional nuance when analysing results.

Table 3 New study mode questions

Variable	Question	Response options
CONTENT	Which of these best describes how you participated in your classes in <SURVEYYEAR>? This may include lectures, tutorials, seminars, practicals, laboratories and workshops.	<ol style="list-style-type: none"> <li>1. All online, i.e. all students and teachers are online</li> <li>2. All on-campus, i.e. students and teachers in the same physical place at the same time</li> <li>3. Blended / hybrid, i.e. a mix of online and on-campus</li> </ol>
ONLINE_REV	In <SURVEYYEAR>, what proportion of all your classes did you participate in online? This may include lectures, tutorials, seminars, practicals, laboratories and workshops.	<ol style="list-style-type: none"> <li>1. None</li> <li>2. Some</li> <li>3. About half</li> <li>4. Most</li> <li>5. All</li> </ol>
ONLINETYP	In <SURVEYYEAR>, which best describes your online <course>?	<ol style="list-style-type: none"> <li>1. My &lt;course&gt; requires me to participate in classes with teachers and other students at the same time</li> <li>2. My &lt;course&gt; requires me to access content in my own time. I don't have classes with other teachers or students</li> <li>3. My &lt;course&gt; is a mix of the above. Some &lt;units&gt; have classes with students and teachers in them at the same time. Some &lt;units&gt; have no classes and I access content in my own time.</li> <li>4. Other (please describe)</li> </ol>
WIL	In <SURVEYYEAR>, what proportion of your <course> involved activities such as placements, internships or work integrated learning?	<ol style="list-style-type: none"> <li>1. None</li> <li>2. Some</li> <li>3. About half</li> <li>4. Most</li> <li>5. All</li> </ol>

### 1.1.6. Considered leaving

Students are asked in the SES if they have seriously considered leaving their institution in the survey year and if so, they can provide their reasons from a list displayed in survey, or they can write in their reason if an appropriate option is not available. There were several response options in the previous list that were ambiguous or overlapped (e.g., 'Difficulty paying fees' and 'Financial difficulties'). In addition, the most common reason chosen by approximately half of respondents was 'Health or stress' which was difficult to interpret as it potentially covered three separate reasons.

Response options were reviewed and updated ahead of the 2023 SES. In some cases, previous response options were retained but clarifying text was added. For example, 'Career prospects' was updated to 'Lack of career prospects'. Some options were removed, such as 'Graduating', which did not make sense in the context of the question asked.

'Health or stress' was replaced with three new options: 'My physical health', 'My mental health', and 'My stress levels'. This change is intended to provide institutions with more nuanced information they can utilise to better support students.

Respondents can continue to write in other reasons. These will be monitored and used to inform future refinement to this list of response options.

Table 4 List of the old and new response options for reasons considered leaving

Old response options		New response options	
Variable	Label	Variable	Label
chaexch	Academic exchange	chbored	Boredom/lack of interest
chasupp	Academic support	chcommu	Commuting difficulties
chadsup	Administrative support	chreput_rev	Concerns about my institution's reputation
chbored	Boredom/lack of interest	chexpec_rev	<course> expectations not met
chpros	Career prospects	chwrkld_rev	Difficulty with study workload
chdirec	Change of direction	chfamily_rev	Family caring responsibilities
chcommu	Commuting difficulties	chfdiff	Financial difficulties
chfees	Difficulty paying fees	chgapyr	Gap year/deferral
chwrkld	Difficulty with workload	chasupp_rev	Lack of academic support
chexpec	Expectations not met	chadsup_rev	Lack of administrative support
chfamily	Family responsibilities	chpros_rev	Lack of career prospects
chfdiff	Financial difficulties	chconn	Lack of connection to my institution
chgapyr	Gap year/deferral	chtech	Limited access to technology
chgvtas	Government assistance	chgrade	Low or failing grades
chgradu	Graduating	chmove	Moving residence
chhealth	Health or stress	chothinst	Moving to another institution
chreput	Institution reputation	chcrsdiff	My <course> is too difficult
chmove	Moving residence	cheng	My English language skills
chbreak	Need a break	chmhlth	My mental health
chpwork	Need to do paid work	chphlth	My physical health
chopp	Other opportunities	chstress	My stress levels
chwrkrp	Paid work responsibilities	chwrkrp	Paid work responsibilities
chprsnl	Personal reasons	chqacrn	Quality concerns
chqacrn	Quality concerns	chsocrn	Social reasons
chothof	Received other offer from another university or higher education institution	chblnce	Study/life balance
chsocrn	Social reasons	chjoboff	To pursue a career or job offer
chshgstd	Standards too high	chtravl_rev	To travel
chblnce	Study/life balance	chother	Other reasons (please specify)
chtravl	Travel or tourism		
chother	Other reasons (please specify)		

## 1.1.7. Removed items

Table 5 below provides a complete summary of all items removed from the 2023 SES.

Table 5 Summary of items removed from the 2023 SES

Variable	Question stem	Response options
ADMININTRO	At your institution during <SURVEYYEAR>, to what extent have you...	1. Not at all
SETTLE	(STATEMENTS)	2. Very little
EFFENROL	a) Received support from your institution to settle into study?	3. Some
FEELPREP	b) Experienced efficient enrolment and admissions processes?	4. Quite a bit
INDUCT	c) Felt prepared for your study?	5. Very much
	d) Felt induction/orientation activities were relevant and helpful?	6. Not applicable
OPPLOC	At your institution during <SURVEYYEAR>, to what extent have you been given opportunities to interact with local students?	1. Not at all
		2. Very little
		3. Some
		4. Quite a bit
		5. Very much
		6. Not applicable
QLLMS / QLLMSB	Thinking of this year, overall how would you rate the following learning resources provided for your <FINALCOURSEA> / <FINALCOURSEB> <course>...? (STATEMENT)	1. Poor
	h) Online Learning Platform (i.e. Learning Management System, <INSTLMS_TXT>)	2. Fair
		3. Good
		4. Excellent
		5. Not applicable
CARINTRO	During <SURVEYYEAR>, to what extent have you found careers advisors to be...	1. Had no contact
	a) Available?	2. Not at all
	b) Helpful?	3. Very little
		4. Some
		5. Quite a bit
		6. Very much
ADMINTRO	During <SURVEYYEAR>, to what extent have you found administrative staff or systems (e.g. online administrative services, frontline staff, enrolment systems) to be...	1. Had no contact
	a) Available?	2. Not at all
	b) Helpful?	3. Very little
		4. Some
		5. Quite a bit
		6. Very much
ACDINTRO	During <SURVEYYEAR>, to what extent have you found academic or learning advisors to be...	1. Had no contact
	a) Available?	2. Not at all
	b) Helpful?	3. Very little
		4. Some
		5. Quite a bit
		6. Very much
SUPINTRO	During <SURVEYYEAR>, to what extent have you found support services such as counsellors, financial/legal advisors and health services to be...	1. Had no contact
		2. Not at all
		3. Very little
		4. Some

Variable	Question stem	Response options
	a) Available? b) Helpful?	5. Quite a bit 6. Very much
SERVINTRO	At your institution during <SURVEYYEAR>, to what extent have you... a) Been offered support relevant to your circumstances? b) Received appropriate English language skill support?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much 6. Not applicable
CAMPUSR	Where has your study been mainly based in <SURVEYYEAR>?	1. On one campus 2. On two or more campuses 3. Mix of external, distance and on-campus 4. External/Distance
ONLINEA / ONLINEB	Thinking about your <FINALCOURSEA / FINALCOURSEB> <course>, how much of your study do you do online?	1. None 2. About a quarter 3. About half 4. All or nearly all
GRADEA / GRADEB	Thinking about your <FINALCOURSEA / FINALCOURSEB> <course>, which number between 0 and 100 represents your average grade so far in <SURVEYYEAR>?	1. No results 2. 0-49% 3. 50-59% 4. 60-69% 5. 70-79% 6. 80-89% 7. 90-100%
INTVISA	What type of Australian visa do you currently hold?	1. Student visa (Subclass 500) 2. Temporary graduate visa (Subclass 485) 3. Bridging visa (awaiting outcome of substantive visa application) 90. Other

## Appendix 1: 2023 SES Item Summary

Variable	Item Label	Values	Base
<b>Module</b>	<b>Module A: Introduction and Screening</b>		
INSTITUTION	Are you currently enrolled in a <course> at <E306CTXT>?	1. Yes 2. No	ALL
INSTITUTION1	Just to confirm, you are not enrolled in any <course> at <E306CTXT>?	1. Actually, I am still enrolled at <E306CTXT> 2. I am definitely no longer enrolled at <E306CTXT>	NOT CURRENTLY ENROLLED AT INSTITUTION
COURSESCREEN1	Can you please confirm that you are currently enrolled in the following <course>/s? <E308A> <E308A>/<E308B>	1. Yes 2. No	CURRENTLY ENROLLED
COMMENCESCREEN1	Have you completed at least one <unit> in the following <course>/s? *(IF QUALNUMS=1 DISPLAY): <E308A> *(IF QUALNUMS=2 DISPLAY): <E308A> / <E308B>	1. Yes 2. No	COURSE DISPLAYED CORRECTLY AND COMMENCING STUDENT
COMMENCESCREEN2	In this survey we'll be asking you about your <course>/s, including your experiences with teaching and assessment. Do you feel that you have enough experience in your current <course>/s to provide feedback on topics like these? *(IF QUALNUMS=1 DISPLAY): <E308A> *(IF QUALNUMS=2 DISPLAY): <E308A> / <E308B>	1. Yes 2. No *(GO TO TERM3)	HAVE NOT COMPLETED AT LEAST ONE UNIT IN ALL COURSES INPUT AT COMMENCESCREEN1
COURSESCREEN2	Are you currently enrolled in a double degree and/or two courses simultaneously?	1. Yes 2. No	COURSE DISPLAYED NOT CORRECT
COURSECREEN3	Please specify which <course>/s you are currently doing.	<text box>	COURSE DISPLAYED NOT CORRECT

Variable	Item Label	Values	Base
LEVEL1	And is <E308A> a...	1. Higher Doctorate 2. Doctorate by Research 3. Doctorate by Coursework 4. Master Degree by Research 5. Master Degree by Coursework 6. Graduate Diploma 7. Graduate Certificate 8. Bachelor (Honours) Degree 9. Bachelor (Pass) Degree 10. Advanced Diploma 11. Associate Degree 12. Diploma 13. Non-award course 14. Bridging or Enabling course	E308A CORECTED OR NO MATCH FOR COURSE NAME
LEVEL2	And is <E308B> a...	1. Higher Doctorate 2. Doctorate by Research 3. Doctorate by Coursework 4. Master Degree by Research 5. Master Degree by Coursework 6. Graduate Diploma 7. Graduate Certificate 8. Bachelor (Honours) Degree 9. Bachelor (Pass) Degree 10. Advanced Diploma 11. Associate Degree 12. Diploma 13. Non-award course 14. Bridging or Enabling course	E308B CORECTED OR NO MATCH FOR COURSE NAME AND COURSESCREEN 3 NOT BLANK
COURSESCREEN4	Have you completed at least one <unit> in the following <course>/s? <COURSESCREEN3_COURSEA> <COURSESCREEN3_COURSEB>	1. Yes 2. No	COURSE DISPLAYED NOT CORRECT

Variable	Item Label	Values	Base
COURSESCREEN6	In this survey we'll be asking you about your course including your experiences with teaching and assessment. Do you feel that you have enough experience in your current <course>/s to provide feedback on topics like these?	1. Yes 2. No	HAVE NOT COMPLETED AT LEAST ONE UNIT IN ALL COURSES INPUT AT COURSESCREEN3
CONFIRMNEWCOURSE	Please respond to the Student Experience Survey on the basis of the course you are currently doing, that is, the: Course A: <COURSESCREEN3_COURSEA> Course B: <COURSESCREEN3_COURSEB>	N/A	HAVE COMPLETED AT LEAST ONE UNIT IN COURSE INPUT AT COURSESCREEN3 OR HAVE ENOUGH EXPERIENCE IN NEW COURSE TO RESPOND
CONFIRMORIGINALCOURSE	Please respond to the Student Experience Survey on the basis of your original course, that is, the: Course A: <E308A> Course B: <E308B>	N/A	DO NOT HAVE ENOUGH EXPERIENCE IN NEW COURSE TO RESPOND
STARTED	Have you completed <units> in both your <E308A> <course> and your <E308B> <course>?	1. Yes, I have completed <units> in both <course>s 2. No, I have only completed <units> in my <E308A> <course> 3. No, I have only completed <units> in my <E308B> <course> 4. No, I have not completed <units> in either my <E308A> <course> or <E308B> <course>	COMMENCING OR MIDDLE YEARS STUDENTS AND TWO COURSES
PREVUNI	Before you enrolled in your current <course>(s) had you ever undertaken any university or higher education studies (even if you didn't complete the <course>)?	1. Yes, I was enrolled in a different <course> at <E306CTXT> 2. Yes, I was enrolled at another university or higher education institution 3. No, this is the first time I	COMMENCING STUDENTS OR CURRENTLY ENROLLED FROM NOTRE DAME DOING STUDY AREA 30

Variable	Item Label	Values	Base
		have enrolled in a university or higher education <course>	
CONTENT	Which of these best describes how you participated in your classes in <SURVEYYEAR>? This may include lectures, tutorials, seminars, practicals, laboratories and workshops.	1. All online, i.e. all students and teachers are online 2. All on-campus, i.e. students and teachers in the same physical place at the same time 3. Blended / hybrid, i.e. a mix of online and on-campus	ALL
ONLINE_REV	In <SURVEYYEAR>, what proportion of all your classes did you participate in online? This may include lectures, tutorials, seminars, practicals, laboratories and workshops.	1. None 2. Some 3. About half 4. Most 5. All	BLENDED OR HYBRID PARTICIPATION, i.e MIX OF ONLINE AND ON-CAMPUS
ONLINETYP	In <SURVEYYEAR>, which best describes your online <COURSE>?	1. My <COURSE> requires me to participate in classes with teachers and other students at the same time 2. My <COURSE> requires me to access content in my own time. I don't have classes with other teachers or students 3. My <COURSE> is a mix of the above. Some <units> have classes with students and teachers in them at the same time. Some <units> have no classes and I access content in my own time. 4. Other (please describe)	ALL ONLINE PARTICIPATION

Variable	Item Label	Values	Base
WIL	In <SURVEYYEAR>, what proportion of your <COURSE> involved activities such as placements, internships or work integrated learning?	1. None 2. Some 3. About half 4. Most 5. All	ALL
<b>Module B: Inclusion and Peer Engagement</b>			
OVERALLA	Thinking about your <FINALCOURSEA> <course>, overall, how would you rate the quality of your entire educational experience this year?	1. Poor 2. Fair 3. Good 4. Excellent	ALL
OVERALLB	And thinking about your <FINALCOURSEB> <course>, overall, how would you rate the quality of your entire educational experience this year?	1. Poor 2. Fair 3. Good 4. Excellent	STUDYING TWO QUALIFICATIONS
INLERENINTRO	The next questions are about how included and engaged you feel you have been in general with your current studies.	N/A	ALL
BELONG	At your institution during <SURVEYYEAR>, to what extent have you had a sense of belonging to <E306CTXT>?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much	ALL
INTERACTINTROA	Thinking about your <FINALCOURSEA> <course> in <SURVEYYEAR>, how frequently have you... a) Contributed to class discussion? (e.g. in-person discussions, online chat forums, discussion boards) b) Worked with other students as part of your <COURSE>? (e.g. group assignments, in-class collaboration) c) Interacted with other students to give or receive help with your study? (e.g. study groups, informal conversations about your study) d) Interacted socially with other students outside of your study? e) Interacted with a diverse range of students?	1. Never 2. Rarely 3. Sometimes 4. Often 5. Always	ALL

Variable	Item Label	Values	Base
INTERACTINTROB	And thinking about your <FINALCOURSEB> <course>, in <SURVEYYEAR>, how frequently have you... a) Contributed to class discussion? (e.g. in-person discussions, online chat forums, discussion boards) b) Worked with other students as part of your <COURSE>? (e.g. group assignments, in-class collaboration) c) Interacted with other students to give or receive help with your study? (e.g. study groups, informal conversations about your study) d) Interacted socially with other students outside of your study? e) Interacted with a diverse range of students?	1. Never 2. Rarely 3. Sometimes 4. Often 5. Always	STUDYING TWO QUALIFICATIONS
<b>Module</b>	<b>Module C: Teaching and Educational Support</b>		
YEAEDUDINTRO	The next questions are about the quality of the teaching and learning resources provided to you.	N/A	
QLTEACHA	Thinking of this year, overall at <E306CTXT>, how would you rate the quality of the teaching you have experienced in your <FINALCOURSEA> <course>?	1. Poor 2. Fair 3. Good 4. Excellent	ALL
QLTEACHB	Thinking of this year, overall at <E306CTXT>, how would you rate the quality of the teaching you have experienced in your <FINALCOURSEB> <course>?	1. Poor 2. Fair 3. Good 4. Excellent	STUDYING TWO QUALIFICATIONS
TCHINTROA	During <SURVEYYEAR>, to what extent have the lecturers, tutors and demonstrators in your <FINALCOURSEA> <course>... a) Engaged you actively in learning? b) Demonstrated concern for student learning? c) Provided clear explanations on coursework and assessment? d) Stimulated you intellectually? e) Commented on your work in ways that help you learn? f) Seemed helpful and approachable? g) Set assessment tasks that challenge you to learn?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much	ALL

Variable	Item Label	Values	Base
TCHINTROB	During <SURVEYYEAR>, to what extent have the lecturers, tutors and demonstrators in your <FINALCOURSEB> <course>... a) Engaged you actively in learning? b) Demonstrated concern for student learning? c) Provided clear explanations on coursework and assessment? d) Stimulated you intellectually? e) Commented on your work in ways that help you learn? f) Seemed helpful and approachable? g) Set assessment tasks that challenge you to learn?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much	STUDYING TWO QUALIFICATIONS
QLINTROA	Thinking of this year, overall how would you rate the following learning resources provided for your <FINALCOURSEA> <course>...? a) Teaching spaces (e.g. lecture theatres, tutorial rooms, laboratories) b) Student spaces and common areas c) Online learning materials d) Computing/IT resources e) Assigned books, notes and resources f) Laboratory or studio equipment g) Library resources and facilities	1. Poor 2. Fair 3. Good 4. Excellent 5. Not applicable	ALL
QLINTROB	Thinking of this year, overall how would you rate the following learning resources provided for your <FINALCOURSEB> <course>...? a) Teaching spaces (e.g. lecture theatres, tutorial rooms, laboratories) b) Student spaces and common areas c) Online learning materials d) Computing/IT resources e) Assigned books, notes and resources f) Laboratory or studio equipment g) Library resources and facilities	1. Poor 2. Fair 3. Good 4. Excellent 5. Not applicable	STUDYING TWO QUALIFICATIONS
STINTROA	In <SURVEYYEAR>, to what extent has your study/your <FINALCOURSEA> <course> been delivered in a way that is... a) Well-structured and focused? b) Relevant to your education as a whole?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much	ALL

Variable	Item Label	Values	Base
STINTROB	In <SURVEYYEAR>, to what extent has your <FINALCOURSEB> <course> been delivered in a way that is... a) Well-structured and focused? b) Relevant to your education as a whole?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much	STUDYING TWO QUALIFICATIONS
EXPINTROA	Thinking about your <FINALCOURSEA> <course>, to what extent has your <course> developed your... a) Critical thinking skills? b) Ability to solve complex problems? c) Ability to work with others? d) Confidence to learn independently? e) Written communication skills? f) Spoken communication skills? g) Knowledge of the field(s) you are studying? h) Development of work-related knowledge and skills?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much	ALL
EXPINTROB	Thinking about your <FINALCOURSEB> <course>, to what extent has your <course> developed your... a) Critical thinking skills? b) Ability to solve complex problems? c) Ability to work with others? d) Confidence to learn independently? e) Written communication skills? f) Spoken communication skills? g) Knowledge of the field(s) you are studying? h) Development of work-related knowledge and skills?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much	STUDYING TWO QUALIFICATIONS
<b>Module</b>	<b>Module D: Support</b>		
INTROSUPP	The next questions are about your overall experience of the support services provided by your institution.	N/A	ALL

Variable	Item Label	Values	Base
SUPPSERV	How helpful have you found the following supports and services provided by your institution during <SURVEYYEAR>? a) Enrolment processes and support b) Induction/orientation activities c) Online learning platform (i.e. Learning Management System, <INSTLMS_TXT>) d) Career development services (including employability, skill development, careers advice and planning) e) Study or learning support services f) Counsellors and/or health services g) Financial and/or legal advisors	1. Not at all helpful 2. A little helpful 3. Somewhat helpful 4. Quite helpful 5. Very helpful 97. Not applicable	ALL
BAA	What have been the best aspects of your <FINALCOURSEA> <course>?	1. <verbatim text box>	ALL
BAB	What have been the best aspects of your <FINALCOURSEB> <course>?	1. <verbatim text box>	STUDYING TWO QUALIFICATIONS
NIA	What aspects of your <FINALCOURSEA> <course> most need improvement?	1. <verbatim text box>	ALL
NIB	What aspects of your <FINALCOURSEB> <course> most need improvement?	1. <verbatim text box>	STUDYING TWO QUALIFICATIONS
FOEX	The following statements are about freedom of expression on campus at <E306CTXT>. Freedom of expression can be part of the academic and social aspects of your student experience. How strongly do you agree or disagree that... a) I am free to express my views at <E306CTXT> b) Academics are free to express their views at <E306CTXT> c) I am free from discrimination, harm or hatred at <E306CTXT>	1. Strongly disagree 2. Disagree 3. Neither disagree or agree 4. Agree 5. Strongly agree	ALL
<b>Module E: Demographics</b>			
DEMOINTRO	The next questions are about your current <course>(s) progress and factors affecting your study.	N/A	ALL
YRENROL	In what year did you first start your current <course>(s)?	1. <SURVEYYEAR-4 YEARS> 2. <SURVEYYEAR-4 YEARS> 3. <SURVEYYEAR-3 YEARS> 4. <SURVEYYEAR-2 YEARS> 5. <SURVEYYEAR-1 YEAR> 6. <SURVEYYEAR>	ALL

Variable	Item Label	Values	Base
YRCOMP	When do you expect to complete your current <course>(s)?	1. <SURVEYYEAR> 2. <SURVEYYEAR + 1 YEAR> or later	ALL
ASTDINTRO	At <E306CTXT> during <SURVEYYEAR>, to what extent have... a) Your living arrangements negatively affected your study? b) Your financial circumstances negatively affected your study? c) Paid work commitments negatively affected your study?	1. Not at all 2. Very little 3. Some 4. Quite a bit 5. Very much 6. Not applicable *(ONLY DISPLAY FOR ASTDWOR)	ALL
CONSIDCHG	During <SURVEYYEAR>, have you seriously considered leaving <institution>?	1. Yes, I have seriously considered leaving 2. No, I have not seriously considered leaving	ALL

Variable	Item Label	Values	Base
CHINTRO	Please indicate your reasons for seriously considering leaving your current institution in <SURVEYYEAR>. Please select all that apply.	<ul style="list-style-type: none"> <li>a) Boredom/lack of interest</li> <li>b) Commuting difficulties</li> <li>c) Concerns about my institution's reputation</li> <li>d) &lt;course&gt; expectations not met</li> <li>e) Difficulty with study workload</li> <li>f) Family caring responsibilities</li> <li>g) Financial difficulties</li> <li>h) Gap year/deferral</li> <li>i) Lack of academic support</li> <li>j) Lack of administrative support</li> <li>k) Lack of career prospects</li> <li>l) Lack of connection to my institution</li> <li>m) Limited access to technology</li> <li>n) Low or failing grades</li> <li>o) Moving residence</li> <li>p) Moving to another institution</li> <li>q) My &lt;course&gt; is too difficult</li> <li>r) My English language skills</li> <li>s) My physical health</li> <li>t) My mental health</li> <li>u) My stress levels</li> <li>v) Paid work responsibilities</li> <li>w) Quality concerns</li> <li>x) Social reasons</li> <li>y) Study/life balance</li> <li>z) To pursue a career or job offer</li> <li>aa) To travel</li> <li>ab) Other reasons (please specify)</li> </ul>	HAVE SERIOUSLY CONSIDERED LEAVING
LOCATINTRO	The following questions are related to where you live.	N/A	ALL

Variable	Item Label	Values	Base
CURCOUNTRY	Do you currently live in Australia or Overseas?	1. Australia 2. Overseas	ALL
CURSTATE	In which state or territory do you currently live?	1. NSW 2. VIC 3. QLD 4. SA 5. WA 6. TAS 7. NT 8. ACT	LIVES IN AUSTRALIA
CURPCODE	What is the postcode or suburb where you currently live?	1. <verbatim text box> 2. Not sure	LIVES IN AUSTRALIA
OSCOUNTRY	In which country do you currently live?	1. <Predictive text verbatim text box>	LIVES OVERSEAS
<b>Module</b>	<b>MODULE H: International Student Items</b>		
INTINTRO	The following questions are related to your experience as an international student in Australia.		
INTAUS	When deciding to study in Australia, how important was.... a) The reputation of Australia's education system? b) Your personal safety and security? i) The cost of living? c) The ability to work part-time? d) The opportunity to study in an English-speaking country? e) Having friends and family already in Australia? f) The chance to experience a new culture/lifestyle? g) The possibility of migrating to Australia? h) The weather/climate?	1. Extremely important 1. Important 3. Not important 4. Not at all important 98. Don't know	DECISION TO STUDY IN AUSTRALIA (ONSHORE INTERNATIONAL STUDENT)

Variable	Item Label	Values	Base
INTINST	When you were deciding to apply to <E306CTXT>, how important was... a) The reputation of the education provider? b) The reputation of the qualification? c) <E306CTXT> offered the course I wanted to study? d) The course fee? e) Employment opportunities after completing the course? f) <E306CTXT> had a partnership with my local institution? g) The location of the institution?	1. Extremely important 1. Important 3. Not important 4. Not at all important 98. Don't know	DECISION TO STUDY IN AUSTRALIA (ONSHORE INTERNATIONAL STUDENT)
INTSAT	How satisfied are you with each of the following aspects of living in Australia? a) Employment while studying b) Improving your English skills c) Getting work experience in your field of study d) Transport e) Personal safety on-campus f) Personal safety off-campus g) Making friends h) Overall living experience in Australia	1. Very satisfied 2. Satisfied 3. Dissatisfied 4. Very dissatisfied 97. Not applicable	SATISFACTION ONSHORE INTERNATIONAL STUDENT
INTAGENT	When coming to Australia, did you use an agent to help you with your visa application or to enrol at <E306CTXT>?	1. Yes 2. No	AGENT ONSHORE INTERNATIONAL STUDENT
INTSERV	How would you rate the overall service provided by the agent?	1. Very good 2. Good 3. Poor 4. Very Poor	AGENT ONSHORE INTERNATIONAL STUDENT
INTLIVE	Which of the following best describes your current living arrangements?	1. University or college halls of residence 2. Student house or flat controlled by university 3. Private halls or student hostel 4. Private rented house/flat/room 5. Homestay with a family not related to you 7. Living with parents	LIVING ARRANGEMENT ONSHORE INTERNATIONAL STUDENT

Variable	Item Label	Values	Base
		6. With friends or relatives in their accommodation 90. Other (please specify)	
INTLIVSAT	Overall, how satisfied are you with your current living arrangements?	1. Very satisfied 2. Satisfied 3. Dissatisfied 4. Very dissatisfied	LIVING ARRANGEMENT SATISFACTION ONSHORE INTERNATIONAL STUDENT
INTLIVEDISN	Why are you dissatisfied with your current living arrangements?	1. Too expensive 2. Not enough space 3. Too noisy 4. I am lonely 5. Issues with housemates 6. Issues with landlord or agent 7. Dirty 8. Old / bad condition 9. Slow internet 10. Located too far from institution 97. Other (please specify)	LIVING ARRANGEMENT SATISFACTION ONSHORE INTERNATIONAL STUDENT
<b>Module</b>	<b>MODULE G: &lt;COURSE&gt; Experience</b>		
COMPSEM	And lastly, do you expect to complete your <course> at the end of this semester?	1. Yes 2. No 3. Not sure	MIDDLE YEARS OR COMPLETING STUDENT
PEMAIL	Congratulations on being so close to finishing your studies. You will be contacted again next year to take part in the Graduate Outcomes Survey and we would like to make sure we can stay in touch with you. Please provide a long-term (private) email address so we can contact you in the future. This information	1. Email address (Please specify) *(KICKBOX VALIDATION REQUIRED) 2. Prefer not to provide email address	EXPECTS TO COMPLETE COURSE THIS SEMESTER

Variable	Item Label	Values	Base
	will be held securely and will only be used for the purpose of sending you an invitation to participate in the Graduate Outcomes Survey.		
CONTACT	The Department of Education is undertaking some research into why students chose their current <COURSE>s. Do you consent to being contacted in future to participate in this research?	1. Yes 2. No	ALL
C4	Would you like to be notified via email when the national data is released on the Quality Indicators for Learning and Teaching (QILT) website?	1. Yes 2. No	ALL
NTFEMAIL	What is the best email address to contact you on? <email>	1. Address as above 2. Enter new email address	WANTS TO BE NOTIFIED OF RESULTS OR RECONTACTED BY DEPARTMENT
PRIZEU18SA	Parental consent is required by the South Australian Government for persons in South Australia aged under 18 years to be entered into the SES prize draw. Terms and conditions for the SES prize draw are published here. Do you have parental consent to be entered into the SES prize draw?	1. Yes 2. No 3. Not applicable, I am not aged under 18 years and in South Australia	SOUTH AUSTRALIAN STUDENTS UNDER 18 YEARS OF AGE
<b>&lt;END SURVEY&gt;</b>			

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## 9. Attachment 9: Indigenous Participation Plan

### INDIGENOUS PARTICIPATION PLAN

#### SOCIAL RESEARCH CENTRE PTY LTD

1. This is an Indigenous Participation Plan submitted as part of the Tender in response to Quality Indicators for Learning and Teaching 2024-2027 RFT PRN. ESE23/209274 (RFT).
2. If selected as the contractor following evaluation of Tenders received in response to the RFT, the SOCIAL RESEARCH CENTRE will meet the Mandatory Minimum Indigenous Participation Requirements for the purposes of the Indigenous Procurement Policy:  
at the organisation-based level, in which regard at least:
  - 3 percentage of the SOCIAL RESEARCH CENTRE's full time equivalent Australian-based workforce will be Indigenous Australians over the Initial Term
3. To meet the Mandatory Minimum Indigenous Participation Requirements for the purposes of the Indigenous Procurement Policy, the SOCIAL RESEARCH CENTRE will undertake the following actions outlined in our Aboriginal Inclusion Action Plan (See Appendix 34) at the organisation level to meet the Mandatory Minimum Indigenous Participation Requirements. Tenderers should note that the Mandatory Minimum Indigenous Participation Requirements are averages over the initial term of any resultant contract, and will accordingly need to detail their approach to achieving the specified targets over the initial term:

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4. SOCIAL RESEARCH CENTRE rate of Indigenous employment and supplier use as at Closing Time is:

**Employment:** the current rate of employment of persons identifying as Indigenous is 3% for all FTE equivalents

**Supplier use:** Currently the percentage of company-wide sub-contract expenditure is 0.9%. The percentage of Indigenous suppliers of our overall company expenditure is 0.1%

5. The SOCIAL RESEARCH CENTRE demonstrates its commitment to Indigenous participation as follows:

The Social Research Centre has been formally committed to reconciliation since 2019 when our first Reflect Reconciliation Action Plan (RAP) ratified by Reconciliation Australia. We take our commitment to the actions detailed in our RAP seriously and our aim is to better educate our staff, engage with Aboriginal and Torres Strait Islander Peoples for procurement and employment, and to ensure Aboriginal and Torres Strait Islander Peoples have a voice in the research that we undertake. We have progressed to an Innovate RAP in 2023 with our RAP Working Group meets monthly to ensure we deliver on all actions.

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6. The SOCIAL RESEARCH CENTRE will meet the Mandatory Minimum Indigenous Participation Requirements directly or through subcontracts:

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Australian Government  
Department of Education

# Schedule 1 to the RFT for the administration of Quality Indicators for Learning and Teaching

Statement of Requirements



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Attachment A to the Statement of Requirement - 2023 SES Summary of Questionnaire Changes 46

## 1. Introduction

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### 1.1. Overview

- 1.1.1. This Statement of Requirements sets out:
- (a) an overview and background on QILT; and
  - (b) the department's requirements to be met by the successful Tenderer.
- 1.1.2. Tenderers should note that:
- (a) the department is undertaking a privacy impact assessment of the Services;
  - (b) certain aspects of the Services described in this Statement of Requirements may be subject to change as a result of that privacy impact assessment;
  - (c) without limiting the department's rights under the RFT, the department reserves the right to update its requirements to address the outcomes of its privacy impact assessment; and
  - (d) at the very least, the Supplier will need to:
    - i. establish and maintain a register of ethics approvals including an outline of what consent has been provided by students and employers engaging in the surveys,
    - ii. provide standardised clauses for consent forms used by higher education providers to ensure these observe and comply with Australian Privacy Principles under the *Privacy Act 1988* and *Higher Education Support Act 2003 (HESA)* and address the department's current and future uses of QILT data.

### 1.2. Definitions

- 1.2.1. In this Statement of Requirements, unless context indicates otherwise:

<b>Administration Services</b>	the services described in clause 6.1.2.
<b>CHESSN or Commonwealth Higher Education Student Support Number</b>	personal identification number allocated to students during their first application/enrolment process from 1 January 2015
<b>ComparED website</b>	the website, <a href="http://www.compared.edu.au">www.compared.edu.au</a> , driven by the data collected through the QILT surveys designed to allow users to compare up to six institutions and six study areas at one time
<b>ESS or Employer Satisfaction Survey</b>	survey of supervisors regarding the generic skills, technical skills and work readiness of graduates employed in their workplace
<b>ESS National Report</b>	official publication, published on the QILT website, providing the results and analysis of the ESS survey
<b>ESS Services</b>	the services described in clause 11

<b>GOS or Graduate Outcomes Survey</b>	survey completed by graduates from Australian higher education institutions four to six months after completion of their course providing information on the labour market outcomes and further study activities of graduates
<b>GOS International Report</b>	official publication, published on the QILT website, providing the results and analysis of the GOS survey for international students
<b>GOS National Report</b>	the official publication, published on the QILT website, providing the results and analysis of the GOS survey for domestic students
<b>GOS Services</b>	the services described in clause 9
<b>GOS-L or Graduate Outcomes Survey - Longitudinal</b>	supplement survey to the GOS measuring the medium-term employment outcomes and further study activities of a cohort of higher education graduates who responded to the GOS three to four years after they completed their course
<b>GOS-L National Report</b>	official publication, published on the QILT website, providing the results and analysis of the GOS-L survey
<b>GOS-L Services</b>	the services described in clause <b>Error! Reference source not found.</b>
<b>higher education provider or provider</b>	has the same meaning as ‘registered higher education provider’ as defined in section 5 of the <i>Tertiary Education Quality and Standards Agency Act 2011</i>
<b>Indicators</b>	measures based on focus areas or items within the QILT surveys
<b>QILT or Quality Indicators for Learning and Teaching</b>	suite of surveys for higher education that cover the student life cycle from commencement to employment to provide government and the sector with robust, nationally consistent performance data to uphold and drive quality improvement
<b>QILT website</b>	the website, <a href="http://www.qilt.edu.au">www.qilt.edu.au</a> , provides the administrative functionality for the QILT Survey Suite
<b>QILT Survey Suite</b>	the ESS SES, GOS-L, GOS
<b>QILT Survey Collected Data</b>	the data collected through the QILT Survey Suite
<b>Sample frame</b>	the source material or device from which a sample is drawn including a list of all those within a population who can be sampled and may include individuals or organisations
<b>SES or Student Experience Survey</b>	survey of current higher education students in Australia on aspects of their experience in higher education in Australia to measure the quality of their educational experience
<b>SES International Report</b>	official publication, published on the QILT website, providing the results and analysis of the SES survey for international students
<b>SES National Report</b>	official publication, published on the QILT website, providing the results and analysis of the SES survey for domestic students
<b>SES Services</b>	the services described in clause 8
<b>Survey elements</b>	the surveys that make up the QILT Survey Suite

<b>TCSI or Tertiary Collection of Student Information</b>	a joint project between the department and Services Australia which collects information about students that study with approved Australian education providers and data regarding staff at those providers
<b>TEQSA</b>	Tertiary Education Quality and Standards Agency.
<b>Transition In Plan</b>	a plan provided in accordance with clause 13.1.1.
<b>Transition Out Plan</b>	a plan provided in accordance with clause 13.2.1.
<b>USI or Unique Student Identifier</b>	a combination of ten numbers and letters that is unique to each student. From 2021, the Australian Government is decommissioning the CHESSN and extending the USI.
<b>Website Services</b>	the services described in clause 12

- 1.2.2. Any other capitalised term which is not defined in this Statement of Requirement has the meaning given to it in the Draft Contract or the RFT unless context indicates otherwise.

## 2. Background

- 2.1.1. The *Higher Education Support Act 2003* (HESA) allows for the collection of survey data to ‘improve the quality of (higher) education in Australia’.
- 2.1.2. The Quality Indicators for Learning and Teaching (QILT) provides government and the sector with robust, nationally consistent performance data to uphold and drive quality improvement.
- 2.1.3. Covering all study levels, and both domestic and international students, QILT is the only comprehensive system of higher education surveys in Australia covering the student life cycle from commencement to employment. The QILT consists of four survey elements:

Current students	<b>Student Experience Survey (SES)</b> : The SES is the largest survey of current higher education students in Australia. It measures the ‘quality of entire educational experience’ and five aspects of the student experience (referred to as focus areas): skills development, learner engagement, teaching quality, student support, and learning resources.
4-6 months after course completion	<b>Graduate Outcomes Survey (GOS)</b> : The GOS is a national survey of recent graduates which measures employment outcomes, salaries, skills utilisation, further study activities, and graduate satisfaction.
	<b>Employer Satisfaction Survey (ESS)</b> : The ESS is the only national survey that systematically measures how well graduates from Australian higher education institutions meet employer needs.
3-4 years after course completion	<b>Graduate Outcomes Survey – Longitudinal (GOS-L)</b> : The GOS-L is completed by graduates three years after completing their studies. The survey measures graduates’ medium-term employment outcomes and further study activities.

- 2.1.4. The data from these surveys are used for a range of purposes including driving the ComparED website where prospective students can explore and compare

Australian higher education institutions and study areas based on the real-life experiences of current students and recent graduates.

- 2.1.5. The data are also used for performance-based funding and continuous improvement processes in institutions to improve the quality of higher education in Australia.
- 2.1.6. The Tertiary Education Quality and Standards Agency (TEQSA) also uses QILT data in its risk assessment and review processes.
- 2.1.7. Additional information about QILT can be found at [www.qilt.edu.au](http://www.qilt.edu.au).

## **2.2. Objectives of QILT program**

- 2.2.1. The QILT program helps achieve quality enhancement in higher education by providing an evidence base which informs:
  - (a) student choice, via the associated websites
  - (b) continuous improvement in teaching and learning practices at Australian higher education institutions, and
  - (c) government quality assurance programs.

## **2.3. Objectives of QILT administration**

- 2.3.1. The Supplier, as the administrator of the QILT program, will work with the department to strengthen the evidence gathered, and analysis of, the graduate experience of higher education in Australia including the outcomes from higher education for students and employers.

## **3. Overview of QILT survey elements**

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### **3.1. Student Experience Survey (SES)**

- 3.1.1. The SES provides a national architecture for collecting data on key aspects of the higher education student experience and focuses on aspects of the student experience that are measurable, linked with learning and development outcomes and potentially able to be influenced by institutions.
- 3.1.2. The SES measures five aspects of the student experience:
  - (a) Skills Development;
  - (b) Peer Engagement (formerly known as Learner Engagement);
  - (c) Teaching Quality;
  - (d) Student Support and Services (formerly known as Student Support); and
  - (e) Learning Resources.
- 3.1.3. These five aspects of the student experience, or focus areas, are comprised of related items representing feedback from students about their higher education experience.
- 3.1.4. The current SES also includes:

- (a) an international student module to measure broader aspects of the international student experience including international students' decision to study in Australia and with Australian higher education institutions, and experiences with accommodation, transport, safety, relationships and employment opportunities while studying;
  - (b) all higher education institutions, including non-HESA approved providers;
  - (c) a set of items measuring students' perceptions of freedom of expression on campus;
  - (d) a set of questions related to study mode; and
  - (e) response options for the 'Seriously considered leaving' question.
- 3.1.5. The main online fieldwork period runs from July to August each year with a secondary collection from September to October.

### **3.2. Graduate Outcome Survey (GOS)**

- 3.2.1. The Graduate Outcomes Survey (GOS) focuses on the main indicators over time such as labour market outcomes (rates of full-time employment, overall employment, labour force participation and median full-time salaries), further study outcomes and graduate satisfaction.
- 3.2.2. The GOS replaces the Australian Graduate Survey (AGS), comprising of the Graduate Destinations Survey (GDS), in place since the 1970s, the Course Experience Questionnaire (CEQ) and Postgraduate Research Experience Questionnaire (PREQ), in place since the 1990s.
- 3.2.3. Results from the GOS for domestic graduates are published in the GOS National Report.
- 3.2.4. Results from the GOS for international graduates are published in the GOS International Report.
- 3.2.5. Graduate satisfaction focuses on all graduates, that is, both domestic and international graduates combined.
- 3.2.6. These reports discuss other relevant factors, beyond the scope of this report, when and as required, such as:
- (a) the impact of the COVID-19 pandemic gender differences;
  - (b) the gender pay gap;
  - (c) skills utilisation across graduate occupations;
  - (d) reasons for skills based or time-based underemployment;
  - (e) importance of the course and how well the course prepared graduates for work and further study; and
  - (f) more detailed labour force breakdowns such as graduates working in their own businesses or unpaid work.
- 3.2.7. GOS reports are supported by:
- (a) a PowerBI workbook to enable further exploration of the data; and

- (b) a set of additional static Excel tables to provide additional data for items out of scope but of interest.

### **3.3. Graduate Outcome Survey - Longitudinal (GOS-L)**

3.3.1. The GOS-L measures the medium-term outcomes of higher education graduates three years after completing their studies including:

- (a) graduates' short-term and medium-term employment;
  - i. rates of full-time employment;
  - ii. overall employment;
  - iii. labour force participation;
  - iv. median full-time salaries

(b) skills utilisation; and

(c) outcomes of further study activities.

3.3.2. The GOS-L is administered for all higher education institutions whose graduates participated in the GOS three years prior and eligible to participate in the GOS-L.

3.3.3. Results from the GOS-L for international graduates are published in the GOS-L International Report

3.3.4. Results from the GOS-L for domestic graduates are published in the GOS-L National Report.

3.3.5. These reports discuss other relevant factors, beyond the scope of this report, when and as required, such as:

- (a) the impact of COVID-19 on labour force outcomes;
- (b) the gender pay gap;
- (c) reasons for underutilisation of skills,
- (d) the importance of the course and how well the course prepared graduates for work and further study, and
- (e) more detailed labour force breakdowns, including graduates working in their own businesses, unpaid work and unemployment levels.

3.3.6. GOS-L reports are supported by:

- (a) a PowerBI workbook to enable further exploration of the data; and
- (b) a set of additional static Excel tables to provide additional data for items out of scope but of interest.

### **3.4. Employer Satisfaction Survey (SES)**

3.4.1. The ESS measures employer views of the attributes of recent graduates from Australian higher education institutions to provide assurance about the quality of Australia's higher education sector including views of:

- (a) technical skills;

- (b) generic skills; and
  - (c) work readiness of recent graduates.
- 3.4.2. The ESS links the experiences of graduates to the views of their direct supervisors and is undertaken on a systematic basis by asking employed graduates who participate in the Graduate Outcome Survey (GOS) to provide contact information for their supervisor who is then invited to complete the ESS.
- 3.4.3. The ESS is administered in parallel with the GOS and the first collection round for the administered year takes place in the November of the previous year, the second in February of the administered year and the third in May.

#### **4. Overview of QILT and ComparED websites**

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##### **4.1. QILT website**

- 4.1.1. The QILT website provides the administrative functionality for the QILT survey suite including:
- (a) publishing of survey reports the QILT website [www.qilt.edu.au](http://www.qilt.edu.au).
  - (b) a Provider Portal through which higher education providers can:
    - i. access to a repository of useful QILT resources;
    - ii. search and curate data guidelines and webinars;
    - iii. receive data files from the contracted survey administrator;
    - iv. approve files for distribution under the data sharing agreements; and
    - v. use the Secure File Exchange to securely transfer confidential data.

##### **4.2. ComparED website**

- 4.2.1. The QILT program funds the ComparED website which is driven by data collected through the QILT surveys.
- 4.2.2. The ComparED website allows users to compare information from actual students and graduates about their current student educational experience and graduate outcomes through two distinct categories of data:
- (a) institutions – allowing users to compare overall results for up to six institutions.
  - (b) study area – allowing users to select a study area, from a list of 21, and compare results for up to six institutions.
- 4.2.3. Information provided on the ComparED website is calculated at the study area level. Students doing a combined or double degree are generally counted more than once if their course majors are in different study areas.
- 4.2.4. The 21 different study areas used on the website have been compiled based on the Australian Standard Classification of Education (ASCED), which groups higher education courses, specialisations and units of study with the same or similar vocational emphasis.

- 4.2.5. Graduate income information is also available broken down into 73 more detailed study areas.
- 4.2.6. The Supplier will be required to maintain the ComparED website. All queries about the website and requests for data, should be directed to the Supplier to the QILT website ([www.qilt.edu.au](http://www.qilt.edu.au)).

## 5. Service delivery overview

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### 5.1. Operating environment

- 5.1.1. QILT operates in the context of the HESA. Amendments to HESA in 2012 allow for the use of personal data for the purposes of conducting the QILT surveys, however the department and its contractors also remain subject to the Privacy Act 1988.

### 5.2. Ongoing improvement

- 5.2.1. The department is committed to identifying opportunities for continuous improvement and is seeking a Supplier who can maintain stability in the core collection while demonstrating a willingness to innovate in the delivery of new data points and new ways of presenting and analysing the data.

### 5.3. Potential volumes

- 5.3.1. All 42 Australian universities and around 90 non-university higher education providers take part in the QILT surveys.
- 5.3.2. Over 400,000 students, graduates and employers respond to QILT surveys every year.

Survey	Target population	Indicative sample size	Survey cycle
Student Experience Survey	Undergraduate and postgraduate coursework students enrolled in Australian higher education institutions	Over 175,000 undergraduate students and 65,000 postgraduate coursework students	Conducted annually in August and September
Graduate Outcomes Survey	Recent graduates of Australian higher education institutions, at undergraduate, postgraduate coursework and postgraduate research levels	Over 130,000 recent graduates	Conducted annually across three rounds, in November, February and May
Graduate Outcomes Survey – Longitudinal	Graduates of Australian higher education institutions	Over 40,000 graduates	Conducted annually
Employer Satisfaction Survey	Employers of graduates of Australian higher education institutions	Over 3,400 supervisors of employed graduates	Conducted annually

## 6. Overview of the Services

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- 6.1.1. The QILT services to be provided by the Supplier comprise the following elements:

- (a) Administration Services;

- (b) SES Services;
- (c) GOS Services;
- (d) GOS-L Services;
- (e) ESS Services; and
- (f) Website Services.

6.1.2. The Services must be provided in accordance with:

- (a) timeframes set out in clause 16; and
- (b) the requirements of the Draft Contract.

## **7. Administration Services**

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### **7.1. Overview**

7.1.1. During the contract term, the Supplier will deliver all aspects of the Services for the QILT Survey Suite, as well as survey design/development where required. This includes:

- (a) providing all Contract Material specified in clause 15.2 in accordance with the timeframes specified in clause 16;
- (b) liaising with higher education providers to construct sample frames for use in the surveys where required; and
- (c) liaising with the higher education sector, including but not limited to the stakeholders set out in 7.2.3 in accordance with the Higher Education Liaison Strategy (to be developed by the Supplier), to enhance the quality, transparency and validity of results from the survey which should include but not limited to:
  - i. provision of induction material for on-boarding new institutions and new staff in established institutions (the induction material should cover the overall program, the key steps in survey administration they need to be aware of, considerations associated with sampling and response maximisation, and an explanation of data deliverables they receive);
  - ii. providing a program of webinars and newsletters to support the operational and reporting components of QILT Survey Suite (the webinars may also provide insights from analysis of QILT Collected Data);
  - iii. offering a two-hour consultation to each institution for no charge to support their use of QILT Collected Data (further consultations may be offered via a fee-for-service arrangement);
  - iv. contact and collect information from students and graduates of higher education providers and their employers through the QILT Survey Suite; and
  - v. analyse the QILT Collected Data, including assessing the quality of the data, and publish its findings.

- (d) promoting public engagement with and use of the QILT Survey Suite, QILT Collected Data, and both the QILT and ComparED websites, which includes but is not limited to:
  - i. making available a spokesperson for public comment in relation to release of publications and data updates;
  - ii. responding to requests for basic information or analysis from public users of QILT Collected Data, for example careers advisors or industry representatives; and
  - iii. promoting the QILT Survey Suite, QILT Collected Data and QILT and ComparED websites in the media, including through the use of social media;
- (e) providing data in response to ad hoc data queries relating to the QILT Survey Suite and QILT Collected Data; and
- (f) designing and implementing a respondent engagement strategy and a higher education sector liaison strategy in accordance with clauses 7.2 and 7.3.

## **7.2. Higher Education Liaison Strategy**

- 7.2.1. To support engagement with QILT stakeholders, the Supplier will design and implement a higher education liaison strategy to support the engagement and active participation of higher education providers in all elements of the QILT.
- 7.2.2. Engagement with higher education institutions including universities and Non-University Higher Education Institutions (NUHEIs), and by extension, students and graduates, to prepare for, implement and engage with QILT surveys is vital to maximising survey response rates and representativeness for the QILT surveys.
- 7.2.3. However, engagement with a broader list of stakeholders is also required to ensure all sector stakeholders understand the relevance of QILT indicators to their educational contexts and are well placed to use QILT data to drive improvement. These stakeholders include:
  - (a) peak higher education industry associations, relevant functional interest groups and study area associations;
  - (b) other areas of the department, including the department's web team and the QILT Working Group;
  - (c) other government stakeholders such as state and territory government education departments and other state departments with an interest in employment outcomes;
  - (d) TEQSA which uses QILT data in its risk assessment and review processes; and
  - (e) the public and media who have an interest in QILT results.

## **7.3. Respondent Engagement Strategy**

- 7.3.1. The response rate to a survey is often viewed as an important criterion for judging the quality of a survey and for good reason; high response rates result in higher data quality and reliability. A wider range of opinions and an

accurate sample size, supports a better understanding of the views of Australian students.

- 7.3.2. To support robust response rates and provider engagement with the QILT, the Supplier will design and implement a respondent engagement strategy each year.
- 7.3.3. Each Respondent Engagement Strategy should focus on approaches to raise awareness of the QILT program and the specific QILT surveys and build critical engagement with key stakeholders and audiences to actively encourage survey participation and completion and improve representativeness of the achieved sample for each of the surveys.
- 7.3.4. In particular, these strategies should consider innovative approaches to improve response rates of the international student population and other underrepresented groups and improve graduate provision of supervisor contact details.

## **8. SES Services**

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### **8.1. Overview of SES Services**

- 8.1.1. The Supplier must provide the following SES Services:
  - (a) administration of the SES survey instrument which addresses the scope and content described in clause 8.2;
  - (b) the following Contract Material, which must meet the requirements specified in clause 15.3 and be provided in accordance with the timeframes specified in clause 16:
    - i. a set of data files containing results from the survey;
    - ii. provider reports for each of the participating providers;
    - iii. technical documentation sufficient to enable the department to independently conduct its own data analysis;
    - iv. a 'Student Experience Survey National Report', to be published on the QILT website;
    - v. a visual analytics report, to be embedded in the QILT website;
    - vi. a 'Student Experience Survey International Students Report' to be published on the QILT website;
    - vii. a visual analytics report – international to be embedded in the QILT website;
    - viii. a methodology report, to be published on the QILT website; and
    - ix. a revised dictionary used for analysis of free text fields included in the SES.

## **8.2. Scope and content SES**

- 8.2.1. The scope of the SES survey is commencing and later year undergraduate and postgraduate coursework students of a higher education provider, including both domestic and international onshore students.
- 8.2.2. The SES items must consist of those in Attachment A: 2023 SES Summary of Questionnaire Changes.
- 8.2.3. Participating higher education providers must be provided with the opportunity to include additional populations in the SES.
- 8.2.4. Participating higher education providers must be provided with the opportunity to add provider specific items to the standard SES instrument, subject to the protocols proposed to govern such arrangements listed on pages 26 and 27 of the [\*2012 University Experience Survey National Report\*](#).
- 8.2.5. Where higher education providers opt to include additional populations or items as per clause 8.2.3 and clause 8.2.4 above, the costs of such additions are to be met by the higher education provider in agreement with the Supplier.

## **8.3. Survey methodology and analysis SES**

- 8.3.1. The general survey methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted communications to boost response rates, which may include hard-copy mail outs, email reminders, telephone reminders, or other communications.
- 8.3.2. The SES must be conducted on the basis of a random stratified sample where strata are large enough to make such a methodology viable.
- 8.3.3. To facilitate the construction of the survey sample frame, the department will make available to the Supplier detailed data from the TCSI, including the CHESSN, USI, or other identifiers, at the earliest practical date.
- 8.3.4. The Supplier must arrange for the information provided under clause 8.3.3 to be checked and updated by participating higher education providers, including the provision of up-to-date contact details for students. In all other respects, the SES must be administered independently of higher education providers.
- 8.3.5. Sample frame construction and survey administration must be based on the following stratification variables:
  - (a) provider;
  - (b) the forty-five study areas;
  - (c) stage of studies (i.e. first year and later year students) as derived from TCSI data and in accordance with definitions in the modified as necessary for postgraduate coursework level students.
- 8.3.6. The Supplier must calculate 90 per cent confidence intervals for estimates of percentage satisfied for the 'quality of entire educational experience' component, in the 'teaching quality' section of the questionnaire, at the provider by study area level (as per the stratification variables in clause 8.3.5).

- 8.3.7. Confidence intervals must be calculated according to the methodology outlined in Appendix 4 of the [2022 SES National Report](#); taking into consideration any changes made to the instrument as outlined in Attachment A: 2023 SES Summary of Questionnaire Changes.
- 8.3.8. The Supplier must obtain survey responses such that the confidence intervals calculated as per clause 8.3.6 must be within plus or minus 7.5 percentage points of the estimate for at least 75 per cent of the strata (i.e. at the level of provider by study area) for which the total in scope population numbers six or more.
- 8.3.9. In addition to the stratification variables listed in clause 8.3.5, the SES must include the following analysis variables:
- (a) gender;
  - (b) mode of attendance;
  - (c) full-time/part-time status;
  - (d) level of course;
  - (e) Australian citizen, Australian permanent resident, or international student;
  - (f) age;
  - (g) Indigenous status;
  - (h) disability;
  - (i) speaks a language other than English at home;
  - (j) socio-economic status;
  - (k) region; and
  - (l) first in family to participate in higher education.
- 8.3.10. Standard statistical methods (for example logistic regression) must be used to determine which, if any, of the variables listed in items 8.3.5 or 8.3.9 must be used in post-enumeration weighting to achieve representativeness of the data.
- 8.3.11. For sample frame construction, data collection, analysis and publication purposes, a student's study area is to be determined based on course enrolment information provided by higher education providers (that is, as recorded in the TCSI data), except where the Supplier verifies with a respondent that this course listing is inaccurate.
- 8.3.12. Where a student's enrolment relates to a combined or double degree covering more than one study area, the SES must collect data relating to multiple course elements.
- 8.3.13. The analytical unit of the SES must be the course undertaken by the student.
- 8.3.14. Focus area percentage satisfied results must be calculated according to the methodology outlined in Appendix 3 of the [2022 SES National Report](#).

## 9. GOS Services

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### 9.1. Overview of GOS Services

- 9.1.1. The Supplier must provide the following GOS Services:
- (a) administration of the GOS survey instrument which addresses the scope and content described in clause 9.2;
  - (b) the following Contract Material, which must meet the requirements specified in clause 15.4 and be provided in accordance with the timeframes specified in clause 16:
    - i. a set of data files containing results from the GOS;
    - ii. provider reports for each of the participating higher education providers;
    - iii. technical documentation sufficient to enable the department to independently conduct its own data analysis;
    - iv. GOS National Report to be embedded in the QILT website;
    - v. a visual analytics report – domestic graduates containing results from the GOS to be embedded in the QILT website;
    - vi. GOS International Graduates Report, to be embedded in the QILT website;
    - vii. a visual analytics report – international graduates containing results from the GOS to be embedded in the QILT website;
    - viii. methodology report and technical documentation to be published on the QILT website; and
    - ix. a revised dictionary used for analysis of free text fields included in the GOS.

### 9.2. Scope and content

- 9.2.1. The scope of the GOS is all undergraduate degree and postgraduate degree graduates of a higher education provider, including both domestic and international onshore graduates.
- 9.2.2. The GOS must be based on three survey fieldwork periods per year. The first survey period is October to November of the year preceding the survey reference year. The second survey period is February of the survey reference year, accommodating providers with a trimester course structure or a substantial summer school graduate cohort. The third survey period is April to May of the survey reference year.
- 9.2.3. Respondents should have completed their degree within the four months preceding the commencement of the survey period.
- 9.2.4. The GOS items must consist of those reproduced in Appendix 3 of the [2022 GOS National Report](#), including graduate satisfaction and experience items.

- 9.2.5. Respondents who are employed must also be requested to provide their supervisor's name and contact details (email address and phone number) and consent to the Supplier contacting their supervisor as part of the Employer Satisfaction Survey. The department will provide the Supplier with a survey module to collect this information.
- 9.2.6. Participating higher education providers must be provided with the opportunity to add provider specific items to the standard GOS instrument. Where higher education providers opt to include additional items, the costs of such additions are to be met by the provider in agreement with the Supplier.
- 9.2.7. Survey methodology and analysis (GOS)
- (a) The general survey methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted communications to meet required response rates, which may include hard-copy mail outs, email reminders, telephone reminders or other communications.
  - (b) The GOS must be conducted on the basis of a random stratified sample where strata are large enough to make such a methodology viable.
  - (c) To facilitate the construction of a survey sample frame, the Supplier must arrange for participating higher education providers to provide the Supplier with a list of recently graduated students, including up to date contact details and course enrolment details. The department will facilitate the collection of this information via TCSI where applicable. In all other respects, the GOS must be administered independently of higher education providers.
  - (d) Sample frame construction and survey administration must be based on the following stratification variables:
    - i. provider;
    - ii. level of education (undergraduate, postgraduate coursework and postgraduate research); and
    - iii. twenty-one study areas, as listed in as listed in Appendix 5 of Attachment A.
  - (e) The Supplier must calculate 90 per cent confidence intervals for estimates of the percentage of graduates in further full-time study, at the provider by study area level (as per the stratification variables in clause 9.1.1(b)iii), for undergraduates only.
  - (f) Confidence intervals must be calculated according to the methodology outlined in Appendix 4 of Attachment A (adjusted as required for application to the GOS).
  - (g) The Supplier must obtain survey responses such that the confidence intervals calculated as per clause 9.1.1(b)iv must be within plus or minus 7.5 percentage points of the estimate for at least 65 per cent of the strata (i.e. at the level of provider by study area) for which the total in scope population numbers six or more.
  - (h) In addition to the stratification variables listed in clause 9.1.1(b)iii, the GOS must include the following analysis variables:

- i. gender;
  - ii. mode of attendance at university;
  - iii. full-time/part-time status at university;
  - iv. level of course;
  - v. Australian citizen, Australian permanent resident, or international student status;
  - vi. age;
  - vii. Indigenous status;
  - viii. disability;
  - ix. speaks a language other than English at home;
  - x. socio-economic status;
  - xi. region; and
  - xii. first in family to participate in higher education.
- (i) Standard statistical methods (for example logistic regression) must be used to determine which, if any, of the variables listed in clauses 9.1.1(b)iii or 9.1.1(b)vii must be used in post-enumeration weighting to achieve representativeness of the data.
  - (j) For sample frame construction, data collection, analysis and publication purposes, a graduate's study area is to be determined based on course enrolment information provided by universities, except where the Supplier verifies with a respondent that this course listing is inaccurate.
  - (k) Where a graduate's enrolment related to a combined or double degree covering more than one study area, the GOS must record this information.

## **10. GOS-L Services**

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### **10.1. Overview of GOS-L Services**

10.1.1. The Supplier must provide the following GOS-L Services:

- (a) administration of the GOS-L survey instrument which addresses the scope and content described in clause 10.2;
- (b) the following Contract Material, which must meet the requirements specified in clause **Error! Reference source not found.** and be provided in accordance with the timeframes specified in clause 16:
  - i. a set of data files containing results from the GOS-L;
  - ii. provider reports for each of the participating providers;
  - iii. technical documentation sufficient to enable the department to independently conduct its own data analysis;
  - iv. GOS-L National Report to be embedded in the QILT website;

- v. a visual analytics report – domestic graduates containing results from the GOS-L to be embedded in the QILT website;
- vi. GOS-L International Graduates Report to be embedded in the QILT website;
- vii. a visual analytics report – international graduates containing results from the GOS-L to be embedded in the QILT website;
- viii. methodology report and technical documentation to be published on the QILT website; and
- ix. a revised dictionary used for analysis of free text fields included in the GOS-L.

## **10.2. Scope and content (GOS-L)**

- 10.2.1. The scope of the survey is all undergraduate degree and postgraduate degree graduates of a higher education provider, including both domestic and international onshore graduates.
- 10.2.2. Respondents must have completed their degree between three and four years preceding the commencement of the survey period.
- 10.2.3. The GOS-L items must consist of those reproduced in Appendix 3 of the [2022 GOS-L National Report](#).

## **10.3. Survey methodology and analysis (GOS-L)**

- 10.3.1. The general survey methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted communications which may email reminders or other communications.
- 10.3.2. The GOS-L must be conducted on the basis of a census of all available long-term graduate email addresses.
- 10.3.3. The survey population must in the first instance be drawn from respondents to the Graduate Outcomes Survey who provided a long-term email address. The Supplier must consult with the department before drawing sample from other sources. The department will make records from the Graduate Outcomes Survey available to the Supplier for the purpose of administering the GOS-L.
- 10.3.4. The GOS-L must facilitate longitudinal studies of graduate employment outcomes, i.e. must make possible cohort analysis linked to existing Graduate Outcomes Survey results at the level of individual records.
- 10.3.5. Survey administration must be based on the following stratification variables:
  - (a) provider;
  - (b) level of education (undergraduate, postgraduate coursework and postgraduate research); and
  - (c) twenty-one study areas, as listed in Appendix 5 of Attachment A.

- 10.3.6. The Supplier must calculate 90 per cent confidence intervals for estimates of the percentage of graduates participating in the labour force, at the provider level, for undergraduates only.
- 10.3.7. Confidence intervals must be calculated according to the methodology outlined in Appendix 4 of the [2022 GOS-L National Report](#).
- 10.3.8. The Supplier must obtain survey responses such that the confidence intervals calculated as per clause 10.3.6 must be within plus or minus 5.0 percentage points of the estimate, for universities only.
- 10.3.9. In addition to the stratification variables listed in clause 10.3.5, the GOS-L must include the same analysis variables as for the GOS.
- 10.3.10. Standard statistical methods (for example logistic regression) must be used to determine which, if any, of the variables listed in clauses 10.3.5 or 10.3.9 must be used in post-enumeration weighting to achieve representativeness of the data.
- 10.3.11. For data collection, analysis and publication purposes, a graduate's study area is to be determined based on course enrolment information provided by universities, except where the Supplier verifies with a respondent that this course listing is inaccurate.
- 10.3.12. Where a graduate's course enrolment related to a combined or double degree covering more than one study area, the GOS-L must record this information.

## **11. Employer Satisfaction Survey (ESS)**

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### **11.1. Overview of ESS Services**

- 11.1.1. The Supplier must provide the following ESS Services:
  - (a) administration of the ESS survey instrument which addresses the scope and content described in clause 11.2;
  - (b) the following Contract Material, which must meet the requirements specified in clause **Error! Reference source not found.** and be provided in accordance with the timeframes specified in clause 16:
    - i. a set of data files containing results from the survey;
    - ii. provider reports for each of the participating providers;
    - iii. technical documentation sufficient to enable the department to independently conduct its own data analysis;
    - iv. an 'Employer Satisfaction Survey National Report', to be published on the QILT website;
    - v. a visual analytics report to be embedded in the QILT website;
    - vi. a methodology report, to be published on the QILT website; and
    - vii. a revised dictionary used for analysis of free text fields included in the ESS.

## **11.2. Scope and content**

- 11.2.1. The scope of the ESS is the workplace supervisor of all employed undergraduate degree and postgraduate degree graduates of a higher education provider, including both domestic and international onshore graduates.
- 11.2.2. Respondents should be supervisors of graduates who have graduated within six months preceding the commencement of the survey period.
- 11.2.3. The ESS items must consist of those reproduced in Appendix 2 of the [2022 ESS National Report](#).
- 11.2.4. The ESS must be based on three survey fieldwork periods per year, linked to the three survey periods for the GOS each year.

## **11.3. Survey methodology and analysis**

- 11.3.1. Survey methodology should in general follow that outlined in the [2022 ESS National Report](#).
- 11.3.2. The general survey methodology used must be an initial approach to respondents via email providing links to an online survey instrument, followed by targeted communications to meet required response rates, which may include hard-copy mail outs, email reminders, telephone reminders or other communications. Computer Assisted Telephone Interviews (CATI) may also be employed as a supplementary method.
- 11.3.3. The survey sample frame must in the first instance be drawn from respondents to the GOS. The Supplier must consult with the department before drawing sample from other sources.
- 11.3.4. Sample frame construction and survey administration must be based on stratification by 10 broad fields of education as defined by the Australian Bureau of Statistics ASCED, as follows:
  - (a) 01 Natural and physical sciences
  - (b) 02 Information technology
  - (c) 03 Engineering and related technologies
  - (d) 04 Architecture and building
  - (e) 05 Agriculture, environmental and related studies
  - (f) 06 Health
  - (g) 07 Education
  - (h) 08 Management and commerce
  - (i) 09 Society and culture
  - (j) 10 Creative arts.
- 11.3.5. The Supplier must calculate 90 per cent confidence intervals for estimates of percentage positive response for the 'Overall rating' component from the

supervisor survey (either 'fairly confident' or 'very confident'), at the study area level (as defined in clause 11.3.4).

- 11.3.6. Confidence intervals must be calculated according to the methodology outlined in Appendix E of the [2013 UES National Report](#) (adjusted as required for application to the ESS).
- 11.3.7. The Supplier must obtain survey responses such that the confidence intervals calculated as per clause 11.3.5 must be within plus or minus 5.0 percentage points of the estimate for at least eight of the strata.
- 11.3.8. In addition to meeting the data quality requirements specified in clause 11.3.7, the ESS should, so far as practicable, collect 25 completed employer responses for each of the 10 broad fields of education listed in clause 11.3.1 which are offered at each participating provider.
- 11.3.9. In addition to the stratification by study area described in clause 11.3.4, the ESS must include the following analysis variables:
  - (a) detailed study area
  - (b) provider of study
  - (c) gender;
  - (d) level of course;
  - (e) Australian citizen, Australian permanent resident, or international student; and
  - (f) age.

## **12. Website Services**

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### **12.1. QILT website**

- 12.1.1. The current QILT website is published at [www.qilt.edu.au](http://www.qilt.edu.au). The Supplier must assume responsibility for hosting and maintaining the current website and subsequent iterations of the website, for the duration of the Contract.
- 12.1.2. The Supplier must provide the following services for the QILT website:
  - (a) hosting and maintenance of the existing QILT website at [www.qilt.edu.au](http://www.qilt.edu.au) for the term of the Contract;
  - (b) publishing on the website updated reports and data collected and produced by the Supplier through the QILT surveys, or provided to the Supplier by the department; and
  - (c) implementing ad-hoc minor updates requested by the department, including but not limited to new webpages and tabs with static content.
- 12.1.3. The Supplier must provide the website hosting and maintenance services which include:
  - (a) maintaining an existing secure file exchange facility;
  - (b) publishing reports and datasets supplied by the department or as produced by the Supplier through the administration of the QILT surveys;

- (c) ensuring the website meets the accessibility requirements specified in clause 27.2 of the Draft Contract;
- (d) implementing ad-hoc minor updates requested by the department, including but not limited to new webpages and tabs with static content;
- (e) ensuring the website remains compatible with all commonly used web browsers, including: Internet Explorers 9 and above, Microsoft Edge, Firefox, Safari and Chrome; and
- (f) ensuring the website meets the security requirements specified in clause 10 of the Draft Contract and providing updated security documentation in accordance with the timeframes specified in clause 16.

## **12.2. ComparED website**

12.2.1. The Supplier must provide the following services for the ComparED website:

- (a) hosting and maintenance of the existing ComparED website at [www.compared.edu.au](http://www.compared.edu.au) for the term of the Contract;
- (b) updating the provider comparison data on the website at regular intervals in accordance with the timeframes specified in clause 16;
- (c) implementing ad-hoc minor updates requested by the department, including but not limited to new webpages and tabs with static content, links and PDF reports; and
- (d) providing access to website analytics accounts.

12.2.2. The Supplier must provide the website hosting and maintenance services which include:

- (a) updating the website with latest available comparison data as supplied by the department or as produced by the Supplier through the administration of the QILT surveys, at regular intervals as specified in clause 16;
- (b) ensuring the website meets the accessibility requirements specified in clause 27.2 of the Draft Contract. Where new functionality is added or other substantive changes have been made to the website, the department may request that the Supplier engage an independent party to assess compliance, as per clause 27.2.4 of the Draft Contract;
- (c) implementing ad-hoc minor updates requested by the department, including but not limited to new webpages and tabs with static content, links and PDF reports;
- (d) ensuring the website remains compatible with all commonly used web browsers, including: Internet Explorers 9 and above, Microsoft Edge, Firefox, Safari and Chrome;
- (e) ensuring the website meets the security requirements specified in clause 10 of the Draft Contract and provide updated security documentation in accordance with the timeframes specified in clause 16; and
- (f) providing full access to all website analytics accounts (e.g. Google Analytics and HotJar).

- 12.2.3. When refreshing website data the Supplier is responsible for ensuring that no data included on the website breaches the department's rules for the suppression of small cell sizes. The department will provide these rules and operational guidelines governing data suppression to the Supplier.

### **13. Other required services**

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#### **13.1. Transition In**

- 13.1.1. Within 10 Business Days of the Commencement Date of the Contract, the Supplier must prepare and submit a Transition In Plan for the department's approval which addresses, at a minimum:
- (a) details of all of the activities and tasks that are necessary, desirable or reasonably requested by the department to ensure that transition-in takes place in a timely and orderly manner;
  - (b) the timeframes during which the Supplier will perform the transition-in activities; and
  - (c) details all resources, personnel and subcontracts used to perform the Supplier's obligations under the Transition In Plan.
- 13.1.2. The Supplier must perform all tasks required by the approved Transition In Plan, as well as any other tasks reasonably required to facilitate the smooth transition of the provision of the Services from any outgoing supplier to the Supplier.

#### **13.2. Transition Out**

- 13.2.1. In this clause 13.2:
- (a) **Transition Out Period** means the period of 3 months commencing on the earlier of:
    - i. the date on which the Contract is terminated (in whole or in part) pursuant to the Contract; or
    - ii. the date which is 3 months prior to the Completion Date.
  - (b) **Transition Out Plan** means the transition out plan prepared by the Supplier and approved by the department in accordance with clauses 13.2.2 - 13.2.4.
- 13.2.2. The Supplier must provide the department with a Transition Out Plan for approval by the department, in accordance with the following:
- (a) if a notice of termination is issued under the Contract, within the time period specified in that notice; and
  - (b) if no notice of termination is issued under the Contract, at least 6 months before the Completion Date.
- 13.2.3. The Transition Out Plan will provide for the transition out of Services from the Supplier to the department or its nominee at the expiration or termination of the Contract.
- 13.2.4. The Transition Out Plan must at a minimum, set out the:

- (a) details of all of the activities and tasks that are necessary, desirable or reasonably requested by the department to ensure that transition out takes place in a timely and orderly manner;
  - (b) approach and process to delivering Contract Material, Commonwealth Material, and Confidential Information to the department or its nominee;
  - (c) approach and arrangements to working with the department and/or incoming Suppliers to ensure the transfer of knowledge, skills and materials relating to delivery of the Services;
  - (d) approach to transitioning the QILT website and ComparED website;
  - (e) the timeframes during which the Supplier will perform the transition out activities; and
  - (f) details of all resources, personnel and subcontracts used to perform the Supplier's obligations under the Transition Out Plan.
- 13.2.5. The Supplier must comply with the approved Transition Out Plan and provide all reasonable assistance and cooperation necessary during the Transition Out Period, to transfer the Services to the department or an alternative supplier, or to wind down the Services if they will not continue, in a manner which ensures continued provision of the Services or services similar to the Services (as the case may be). In particular the Supplier must in accordance with a direction from the department in writing:
- (a) deliver to the department all the Commonwealth Material and any other the department property including all Contract Material;
  - (b) deliver to the department all documents which are necessary to enable services similar to the Services to be provided by the department internally or by another contractor in a manner which ensures orderly transition and continuity of service;
  - (c) perform its other obligations under the approved Transition Out Plan;
  - (d) allow the department or its nominee to audit compliance with this clause 13.2; and
  - (e) allow other contractors to access its premises (where relevant) to assist in the orderly transition of the Services.
- 13.2.6. The parties agree that the terms and conditions of the Contract (including the fees) apply to any Services performed by Supplier during any Transition Out Period under this clause 13.2.
- 13.2.7. The Supplier agrees that it will not hinder in any way, the transition of the provision of services similar to the Services to a new contractor upon termination or expiration of the Contract or part of the Contract.
- 13.2.8. Notwithstanding the Supplier's obligations in this clause 13.2. the Supplier must continue to deliver the Services in accordance with the Contract unless the department notifies the Supplier otherwise.

### **13.3 Proposed innovation and improvement**

13.3.1 The Supplier must provide the department with an outline of innovations and improvements designed to build on and evolve the QILT ecosystem, for approval by the department, with the following:

- (a) details of all of proposed activities and tasks to improve or evolve delivery of current Services or Contract Material;
- (b) approach and arrangements to working with the department and/or incoming Suppliers to ensure deliver the new Services or Contract Material, and ensure the transfer of knowledge, skills and materials relating to delivery of the new Services or Contract Material;
- (c) the timeframes during which the Supplier will perform proposed innovations and improvements; and
- (d) details of all resources, personnel and subcontracts used to perform to deliver the proposed innovations and improvements.

### **14. Evaluation of Services**

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- 14.1.1. department may engage a third party to undertake an evaluation of the Services. The Supplier must fully cooperate and assist with any evaluation undertaken by the department or a third party engaged by the department in relation to the Services, including but not limited to provision of any Contract Material and Existing Material, and access to the Supplier's Personnel, the Supplier's subcontractors and persons accessing the Services.

### **15. Required Contract Material**

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- 15.1.1. The Supplier will prepare all Contract Material in consultation with the department and in accordance with the requirements set out in this clause 15.

#### **15.2. Project plans and reporting**

- 15.2.1. The Supplier must, by the due dates specified in clause 16, provide the following:
  - (a) a fraud control plan, and will make updates to the plan every six months;
  - (b) IT security documentation, including annual updates;
  - (c) progress reports at six monthly intervals, detailing work undertaken in the reporting period in relation to all aspects of the QILT Services and demonstrating that the Supplier is providing the Services to the department's reasonable satisfaction;
  - (d) a higher education liaison strategy, covering all QILT survey elements, to be updated annually;
  - (e) a survey respondent engagement strategy, covering all QILT survey elements, to be updated annually;
  - (f) a project plan, detailing proposed QILT activities over the following year, to be updated annually; and

- (g) handover documentation for all survey elements, administrative processes, data systems and all necessary materials for ongoing maintenance and development of the website.

### **15.3. SES Contract Material**

**15.3.1.** The data files containing results from the SES must include:

- (a) a frame data file for the use of the department which must:
  - i. incorporate all records which were considered for inclusion in the sample (including out of scope records), all data used in determination of the sample selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
  - ii. be produced in a format acceptable to the department and be made available via secure download; and
  - iii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;
- (b) a national data file for the use of the department which must:
  - i. incorporate all data collected from the survey respondents, all data used in determination of the sample selection and all derived variables used for reporting;
  - ii. be produced in a format acceptable to the department and be made available via secure download; and
  - iii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;
- (c) data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the department, but must only contain data relating to students of the given provider;
- (d) a national data file or files for distribution to higher education providers which must;
- (e) meet the same requirements as the national data file provided to the department, except that identifying items such as name or address must be removed (not including student identification numbers);
- (f) only include data pertaining to selected higher education providers, as advised by the department; and
- (g) only be provided to higher education providers where the Supplier has been advised by the department that a higher education provider has submitted a valid data request.

**15.3.2.** The provider reports for each of the participating higher education providers must:

- (a) provide detailed breakdowns of the higher education providers' results from the SES, including the ability to benchmark results against national totals and at least one other grouping of higher education providers as requested by the recipient higher education providers; and
  - (b) initially be provided to the department as a draft for comment (one example only required), with the final reports incorporating the department's comments on the draft.
- 15.3.3. The technical documentation for the SES must be sufficient to enable the department to independently conduct its own data analysis and must:
- (a) include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the survey, valid values, formats, weights and data derivations;
  - (b) be produced in a format acceptable to the department and be made available via secure download; and
  - (c) initially be provided to the department as a draft for comment, with the final documentation incorporating the department's comments on the draft.
- 15.3.4. The SES National Reports must
- (a) include at a minimum:
    - i. an executive summary;
    - ii. an overview of the project and relevant contexts;
    - iii. an overview of methodology including the survey design, sample frame and sampling procedures, non-response treatment and analysis techniques;
    - iv. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;
    - v. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
    - vi. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis;
    - vii. an analysis of results from the SES in comparison with relevant international benchmarks; and
    - viii. a detailed discussion of results and any other significant findings emerging from the survey;
  - (b) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
  - (c) be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
  - (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.
- 15.3.5. The visual analytics report to be embedded in the QILT website must:

- (a) include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
- (b) be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
- (c) be provided in Power BI format; and
- (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.

15.3.6. The SES International Students Reports must:

- (a) include at a minimum;
- (b) an executive summary;
- (c) relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
- (d) high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis;
- (e) a detailed discussion of results and any other significant findings emerging from the survey;
- (f) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
- (g) be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
- (h) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.

15.3.7. The visual analytics report - international to be embedded in the QILT website must:

- (a) include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
- (b) be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
- (c) be provided in Power BI format; and
- (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.

15.3.8. The updated dictionary used for analysis of free text fields in the SES must:

- (a) be based on a review of the existing data dictionary, the initial version of which the department will provide to the Supplier;
- (b) be compatible with an existing software tool for text analysis used by providers, which the department will make available to the Supplier; and
- (c) be provided free of charge to participating providers in a format which allows them to readily update their copies of the software tool.

- (d) The methodology reports for the SES must at a minimum, separately and distinctly, include the following;
- (e) details of any divergence between the project plan and actual implementation;
- (f) a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
- (g) a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;
- (h) a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by universities;
- (i) details of any additional survey elements administered in conjunction with the core survey, and the manner in which they have been administered;
- (j) details of any higher education providers which administered the survey to populations in addition to their onshore undergraduate and onshore postgraduate coursework students, and an assessment of the comparability of any data generated with that of the core population; and
- (k) any recommendations the Supplier has for the improvement of the SES in future administrations.

**15.4. Graduate Outcomes Survey**

15.4.1. The data files containing results from the GOS must include

- (a) a frame data file for the use of the department which must:
  - i. incorporate all records which were considered for inclusion in the sample (including out of scope records), all data used in determination of the sample selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
  - ii. be produced in a format acceptable to the department and be made available via secure download; and
  - iii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;
- (b) a national data file for the use of the department which must:
  - i. incorporate all data collected from the survey respondents, all data used in determination of the sample selection and all derived variables used for reporting;
  - ii. be produced in a format acceptable to the department and be made available via secure download; and
  - iii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;

- (c) data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the department, but must only contain data relating to students of the given provider;
  - (d) a national data file or files for distribution to higher education providers which must:
    - i. meet the same requirements as the national data file provided to the department, except that identifying items such as name or address must be removed (not including student identification numbers);
    - ii. only include data pertaining to selected higher education providers, as advised by the department; and
    - iii. only be provided to higher education providers where the Supplier has been advised by the department that a higher education providers has submitted a valid data request.
- 15.4.2. The provider reports for each of the participating higher education providers must:
- (a) provide detailed breakdowns of the higher education providers' results from the GOS, including the ability to benchmark results against national totals and at least one other grouping of higher education providers as requested by the recipient provider; and
  - (b) initially be provided to the department as a draft for comment (one example only required), with the final reports incorporating the department's comments on the draft.
- 15.4.3. The technical documentation for the GOS must be sufficient to enable the department to independently conduct its own data analysis and must:
- (a) include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the survey, valid values, formats, weights and data derivations;
  - (b) be produced in a format acceptable to the department and be made available via secure download; and
  - (c) initially be provided to the department as a draft for comment, with the final documentation incorporating the department's comments on the draft.
- 15.4.4. The GOS National Reports must:
- (a) include at a minimum:
    - i. an executive summary;
    - ii. an overview of the project and relevant contexts;
    - iii. an overview of methodology including the survey design, sample frame and sampling procedures, non-response treatment and analysis techniques;
    - iv. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;

- v. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
  - vi. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
  - vii. a detailed discussion of results and any other significant findings emerging from the survey;
- (b) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
- (c) be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
- (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.
- 15.4.5. The visual analytics report to be embedded in the QILT website must;
- (a) include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
  - (b) be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
  - (c) be provided in Power BI format; and
  - (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.
- 15.4.6. The GOS International Graduate Reports must:
- (a) include at a minimum:
    - i. an executive summary;
    - ii. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
    - iii. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
    - iv. a detailed discussion of results and any other significant findings emerging from the survey;
  - (b) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
  - (c) be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
  - (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.
- 15.4.7. The visual analytics report - international to be embedded in the QILT website must:
- (a) include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;

- (b) be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;
  - (c) be provided in Power BI format; and
  - (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.
- 15.4.8. The updated dictionary used for analysis of free text fields in the GOS must;
- (a) be based on a review of the existing data dictionary, the initial version of which the department will provide to the Supplier;
  - (b) be compatible with an existing software tool for text analysis used by providers, which the department will make available to the Supplier; and
  - (c) be provided free of charge to participating providers in a format which allows them to readily update their copies of the software tool.
- 15.4.9. The methodological reports for the GOS must at a minimum, separately and distinctly, include the following:
- (a) details of any divergence between the project plan and actual implementation;
  - (b) a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
  - (c) a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;
  - (d) a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by higher education providers;
  - (e) details of any additional survey elements administered in conjunction with the core survey, and the manner in which they have been administered; and
  - (f) any recommendations the Supplier has for the improvement of the GOS in future administrations.
- 15.4.10. The international graduate response rate strategy must:
- (a) set out detailed proposed strategies to improve both the overall response rate of international graduates to the GOS and GOS-L, as well as improve the representativeness of data obtained in relation to graduates' country of usual residence;
  - (b) be applicable to graduates resident either in Australia or overseas at the time of the survey;
  - (c) outline how the strategies will be applied to administrations of the GOS and GOS-L;
  - (d) specify goals for improvement and outline how the success of the strategies will be assessed; and
  - (e) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.

**15.5. GOS-L**

15.5.1. The data files containing results from the GOS-L must include

- (a) a frame data file for the use of the department which must:
  - i. incorporate all records which were considered for inclusion in the population (including out of scope records), all data used in determination of the population selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
  - ii. be produced in a format acceptable to the department and be made available via secure download; and
  - iii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;
  - iv. a national data file for the use of the department which must;
  - v. incorporate all data collected from the survey respondents, all data used in determination of the population selection and all derived variables used for reporting;
  - vi. be produced in a format acceptable to the department and be made available via secure download; and
  - vii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;
- (b) data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the department, but must only contain data relating to students of the given provider;
- (c) a national data file or files for distribution to higher education providers which must:
  - i. meet the same requirements as the national data file provided to the department, except that identifying items such as name or address must be removed (not including student identification numbers);
  - ii. only include data pertaining to selected higher education providers, as advised by the department; and
  - iii. only be provided to higher education providers where the Supplier has been advised by the department that a higher education providers has submitted a valid data request.

15.5.2. The provider reports for each of the participating higher education providers must:

- (a) provide detailed breakdowns of the higher education providers' results from the GOS-L, including the ability to benchmark results against national totals and at least

one other grouping of higher education providers as requested by the recipient provider;

- (b) initially be provided to the department as a draft for comment (one example only required), with the final reports incorporating the department's comments on the draft
- (c) The technical documentation for the GOS-L must be sufficient to enable the department to independently conduct its own data analysis and must:
- (d) include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the survey, valid values, formats, weights and data derivations;
- (e) be produced in a format acceptable to the department and be made available via secure download; and
- (f) initially be provided to the department as a draft for comment, with the final documentation incorporating department's comments on the draft.

15.5.3. The GOS-L National Reports must

- (a) include at a minimum:
  - i. an executive summary;
  - ii. an overview of the project and relevant contexts;
  - iii. an overview of methodology including the survey design, survey population, non-response treatment and analysis techniques;
  - iv. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;
  - v. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
  - vi. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
  - vii. a detailed discussion of results and any other significant findings emerging from the survey;
- (b) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report;
- (c) be accompanied by tables in Excel format presenting supplementary data based on additional analytic variables not included in the National Report; and
- (d) initially be provided to the department in a draft format for comment, with the final report incorporating department's comments on the draft.

15.5.4. The visual analytics report to be embedded in the QILT website must:

- (a) include data for key analysis variables and groups as drawn from the National Report or supplementary data tables;
- (b) be presented in a manner which assists users to exploit detailed data to conduct their own data analysis, including time series analysis;

- (c) be provided in Power BI format; and
  - (d) initially be provided to the department in a draft format for comment, with the final report incorporating the department's comments on the draft.
- 15.5.5. The methodology reports for the GOS-L must at a minimum, separately and distinctly, include the following:
- (a) details of any divergence between the project plan and actual implementation;
  - (b) a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
  - (c) a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;
  - (d) a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by higher education providers;
  - (e) details of any additional survey elements administered in conjunction with the core survey, and the manner in which they have been administered; and
  - (f) any recommendations the Supplier have for the improvement of the GOS-L in future administrations.

**15.6. ESS**

- 15.6.1. The data files containing results from the ESS must include
- (a) a frame data file for the use of the department which must:
    - i. incorporate all records which were considered for inclusion in the sample (including out of scope records), all data used in determination of the sample selection, an indication of whether records were considered in-scope, and an indication of whether records were included in the sample;
    - ii. be produced in a format acceptable to the department and be made available via secure download; and
    - iii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;
  - (b) a national data file for the use of the department which must:
    - i. incorporate all data collected from the survey respondents, all data used in determination of the sample selection and all derived variables used for reporting;
    - ii. be produced in a format acceptable to the department and be made available via secure download; and
    - iii. initially be provided to the department as a draft for comment, with the final files incorporating the department's comments on the draft;

- (c) data files for the use of participating higher education providers, which must meet the same requirements as the national data file provided to the department, but must only contain data relating to students of the given provider;
  - (d) a national data file or files for distribution to higher education providers which must:
    - i. meet the same requirements as the national data file provided to the department, except that identifying items such as name or address must be removed (not including student identification numbers);
    - ii. only include data pertaining to selected higher education providers, as advised by the department; and
    - iii. only be provided to higher education providers where the Supplier has been advised by the department that a higher education provider has submitted a valid data request.
- 15.6.2. The technical documentation for the ESS must be sufficient to enable the department to independently conduct its own data analysis and must:
- (a) include at a minimum a description of the file format and a data dictionary detailing the linkage between variables and related questions in the survey, valid values, formats, weights and data derivations;
  - (b) be produced in a format acceptable to the department and be made available via secure download; and
  - (c) initially be provided to the department as a draft for comment, with the final documentation incorporating the department's comments on the draft.
- 15.6.3. The ESS National Reports must
- (a) include at a minimum:
    - i. an executive summary;
    - ii. an overview of the project and relevant contexts;
    - iii. an overview of methodology including the survey design, sample frame and sampling procedures, non-response treatment and analysis techniques;
    - iv. an assessment of data quality and representativeness, including details of response rates and confidence intervals for key items;
    - v. relevant descriptive statistics and outcomes of more advanced statistical analysis, including tables and graphs where appropriate;
    - vi. high level findings for key analysis groups, and identification of issues and sub-groups for further statistical analysis; and
    - vii. a detailed discussion of results and any other significant findings emerging from the survey;
  - (b) be provided via email in Word format, accompanied by Excel format versions of all tables and figures included in the report; and

- (c) initially be provided to the department in a draft format for comment, with the final report incorporating department's comments on the draft.
- 15.6.4. The provider reports for each of the participating higher education providers must:
- (a) provide detailed breakdowns of the higher education providers' results from the ESS, including the ability to benchmark results against national totals and at least one other grouping of higher education providers as requested by the recipient higher education provider; and
  - (b) initially be provided to the department as a draft for comment (one example only required), with the final reports incorporating the department's comments on the draft.
- 15.6.5. The methodology reports for the ESS must at a minimum, separately and distinctly, include the following:
- (a) details of any divergence between the project plan and actual implementation;
  - (b) a detailed discussion of the conduct of the survey highlighting any factors adversely affecting data quality or timeliness;
  - (c) a detailed assessment of data quality, including analysis of response bias, standard errors and confidence intervals;
  - (d) a description and assessment of sampling procedures, including sample design and selection methodology used, and the quality of contact details provided by universities; and
  - (e) any recommendations the Supplier has for the improvement of the ESS in future administrations.

## 16. Timeframes

- 16.1.1. The Services must be provided in accordance with the following timeframes:

Service category	Reference Year	Item	Due date
Administration	2024	Annual project plan	31-May-24
Administration	2024	Higher education liaison strategy	14-Jun-24
Administration	2024	Respondent engagement strategy	14-Jun-24
Administration	2024	Fraud control plan	14-Jun-24
Administration	2024	Progress report 1	15-Nov-24
Administration	2025	Annual project plan	29-Nov-24
Administration	2024	Fraud control plan	16-Dec-24
Administration	2025	Higher education liaison strategy	20-Dec-24
Administration	2025	Respondent engagement strategy	20-Dec-24
Administration	2025	Progress report 2	16-May-25
Administration	2025	Fraud control plan	16-Jun-25
Administration	2025	Progress report 3	14-Nov-25

Service category	Reference Year	Item	Due date
Administration	2026	Annual project plan	28-Nov-25
Administration	2025	Fraud control plan	15-Dec-25
Administration	2026	Higher education liaison strategy	19-Dec-25
Administration	2026	Respondent engagement strategy	19-Dec-25
Administration	2026	Progress report 4	15-May-26
Administration	2026	Fraud control plan	15-Jun-26
Administration	2026	Progress report 5	16-Nov-26
Administration	2027	Annual project plan	30-Nov-26
Administration	2026	Fraud control plan	14-Dec-26
SES	2024	Fieldwork begins	05-Aug-24
SES	2024	Fieldwork completed	20-Sep-24
SES	2024	Draft data files	14-Oct-24
SES	2024	Draft technical documents	14-Oct-24
SES	2024	Data files	28-Oct-24
SES	2024	Draft National Report	28-Oct-24
SES	2024	Draft International Report	28-Oct-24
SES	2024	Draft provider report	15-Nov-24
SES	2024	Methodology report	15-Nov-24
SES	2024	Draft visual analytics report	15-Nov-24
SES	2024	Draft visual analytics report – international	15-Nov-24
SES	2024	Technical documents	29-Nov-24
SES	2024	Updated free text analysis dictionary	29-Nov-24
SES	2024	Visual analytics report	29-Nov-24
SES	2024	Visual analytics report-international	29-Nov-24
SES	2024	National Report	29-Nov-24
SES	2024	International Report	29-Nov-24
SES	2024	Provider reports	29-Nov-24
SES	2025	Fieldwork begins	04-Aug-25
SES	2025	Fieldwork completed	19-Sep-25
SES	2025	Draft data files	13-Oct-25
SES	2025	Draft technical documents	13-Oct-25
SES	2025	Data files	31-Oct-25
SES	2025	Draft National Report	31-Oct-25
SES	2025	Draft International Report	31-Oct-25
SES	2025	Draft provider report	14-Nov-25
SES	2025	Methodology report	14-Nov-25
SES	2025	Draft visual analytics report	14-Nov-25

Service category	Reference Year	Item	Due date
SES	2025	Draft visual analytics report – international	14-Nov-25
SES	2025	Technical documents	28-Nov-25
SES	2025	Updated free text analysis dictionary	28-Nov-25
SES	2025	Visual analytics report	28-Nov-25
SES	2025	Visual analytics report – international	28-Nov-25
SES	2025	National Report	28-Nov-25
SES	2025	International Report	28-Nov-25
SES	2025	Provider reports	28-Nov-25
SES	2026	Fieldwork begins	03-Aug-26
SES	2026	Fieldwork completed	14-Sep-26
SES	2026	Draft data files	16-Oct-26
SES	2026	Draft technical documents	16-Oct-26
SES	2026	Data files	30-Oct-26
SES	2026	Draft National Report	30-Oct-26
SES	2026	Draft International Report	30-Oct-26
SES	2026	Draft provider report	16-Nov-26
SES	2026	Methodology report	16-Nov-26
SES	2026	Draft visual analytics report	16-Nov-26
SES	2026	Draft visual analytics report – international	16-Nov-26
SES	2026	Technical documents	30-Nov-26
SES	2026	Updated free text analysis dictionary	30-Nov-26
SES	2026	Visual analytics report	30-Nov-26
SES	2026	Visual analytics report – international	30-Nov-26
SES	2026	National Report	30-Nov-26
SES	2026	International Report	30-Nov-26
SES	2026	Provider reports	30-Nov-26
GOS	2024	Draft GOS and GOS-L international strategy	15-Sep-24
GOS	2024	GOS and GOS-L international strategy	29-Sep-24
GOS	2024	Nov round fieldwork begins	04-Nov-24
GOS	2024	Nov round fieldwork completed	13-Dec-24
GOS	2025	Feb round fieldwork begins	03-Feb-25
GOS	2025	Feb round fieldwork completed	14-Mar-25
GOS	2025	May round fieldwork begins	05-May-25
GOS	2025	May round fieldwork completed	13-Jun-25
GOS	2025	Draft data files	14-Jul-25

Service category	Reference Year	Item	Due date
GOS	2025	Draft technical documents	14-Jul-25
GOS	2025	Data files	28-Jul-25
GOS	2025	Draft National Report	28-Jul-25
GOS	2025	Draft International Report	28-Jul-25
GOS	2025	Draft provider report	15-Aug-25
GOS	2025	Methodology report	15-Aug-25
GOS	2025	Draft visual analytics report	15-Aug-25
GOS	2025	Draft visual analytics report – international	15-Aug-25
GOS	2025	Visual analytics report	29-Aug-25
GOS	2025	Visual analytics report – international	29-Aug-25
GOS	2025	National Report	29-Aug-25
GOS	2025	International Report	29-Aug-25
GOS	2025	Technical documents	29-Aug-25
GOS	2025	Updated free text analysis dictionary	29-Aug-25
GOS	2025	Provider reports	29-Aug-25
GOS	2025	Nov round fieldwork begins	03-Nov-25
GOS	2025	Nov round fieldwork completed	12-Dec-25
GOS	2026	Feb round fieldwork begins	02-Feb-26
GOS	2026	Feb round fieldwork completed	13-Mar-26
GOS	2026	May round fieldwork begins	04-May-26
GOS	2026	May round fieldwork completed	12-Jun-26
GOS	2026	Draft data files	17-Jul-26
GOS	2026	Draft technical documents	17-Jul-26
GOS	2026	Data files	31-Jul-26
GOS	2026	Draft National Report	31-Jul-26
GOS	2026	Draft International Report	31-Jul-26
GOS	2026	Draft provider report	14-Aug-26
GOS	2026	Methodology report	14-Aug-26
GOS	2026	Draft visual analytics report	14-Aug-26
GOS	2026	Draft visual analytics report – international	14-Aug-26
GOS	2026	Technical documents	28-Aug-26
GOS	2026	Updated free text analysis dictionary	28-Aug-26
GOS	2026	Visual analytics report	28-Aug-26
GOS	2026	Visual analytics report – international	28-Aug-26
GOS	2026	National Report	28-Aug-26
GOS	2026	International Report	28-Aug-26

Service category	Reference Year	Item	Due date
GOS	2026	Provider reports	28-Aug-26
GOS	2027	Nov round fieldwork begins	02-Nov-26
GOS	2027	Nov round fieldwork completed	11-Dec-26
GOS	2027	Feb round fieldwork begins	01-Feb-27
GOS	2027	Feb round fieldwork completed	12-Mar-27
GOS	2027	May round fieldwork begins	03-May-27
GOS	2027	May round fieldwork completed	11-Jun-27
GOS	2027	Draft data files	16-Jul-27
GOS	2027	Draft technical documents	16-Jul-27
GOS	2027	Data files	30-Jul-27
GOS	2027	Draft National Report	30-Jul-27
GOS	2027	Draft International Report	30-Jul-27
GOS	2027	Draft provider report	16-Aug-27
GOS	2027	Methodology report	16-Aug-27
GOS	2027	Draft visual analytics report	16-Aug-27
GOS	2027	Draft visual analytics report - international	16-Aug-27
GOS	2027	Technical documents	30-Aug-27
GOS	2027	Visual analytics report	30-Aug-27
GOS	2027	Visual analytics report - international	30-Aug-27
GOS	2027	National Report	30-Aug-27
GOS	2027	International Report	30-Aug-27
GOS	2027	Provider reports	30-Aug-27
GOS-L	2025	Fieldwork begins	14-Feb-25
GOS-L	2025	Fieldwork completed	28-Mar-25
GOS-L	2025	Draft data files	28-Apr-25
GOS-L	2025	Draft technical documents	28-Apr-25
GOS-L	2025	Data files	16-May-25
GOS-L	2025	Draft National Report	16-May-25
GOS-L	2025	Draft visual analytics report	30-May-25
GOS-L	2025	Draft provider report	30-May-25
GOS-L	2025	Methodology report	30-May-25
GOS-L	2025	Technical documents	16-Jun-25
GOS-L	2025	Provider reports	16-Jun-25
GOS-L	2025	Visual analytics report	16-Jun-25
GOS-L	2025	National Report	16-Jun-25
GOS-L	2026	Fieldwork begins	16-Feb-26
GOS-L	2026	Fieldwork completed	27-Mar-26
GOS-L	2026	Draft data files	27-Apr-26
GOS-L	2026	Draft technical documents	27-Apr-26

Service category	Reference Year	Item	Due date
GOS-L	2026	Data files	15-May-26
GOS-L	2026	Draft National Report	15-May-26
GOS-L	2026	Draft visual analytics report	29-May-26
GOS-L	2026	Draft provider report	29-May-26
GOS-L	2026	Methodology report	29-May-26
GOS-L	2026	Technical documents	15-Jun-26
GOS-L	2026	Provider reports	15-Jun-26
GOS-L	2026	Visual analytics report	15-Jun-26
GOS-L	2026	National Report	15-Jun-26
GOS-L	2027	Fieldwork begins	15-Feb-27
GOS-L	2027	Fieldwork completed	26-Mar-27
GOS-L	2027	Draft data files	30-Apr-27
GOS-L	2027	Draft technical documents	30-Apr-27
GOS-L	2027	Data files	14-May-27
GOS-L	2027	Draft National Report	14-May-27
GOS-L	2027	Draft visual analytics report	28-May-27
GOS-L	2027	Draft provider report	28-May-27
GOS-L	2027	Methodology report	28-May-27
GOS-L	2027	Technical documents	14-Jun-27
GOS-L	2027	Provider reports	14-Jun-27
GOS-L	2027	Visual analytics report	14-Jun-27
GOS-L	2027	National Report	14-Jun-27
ESS	2025	Nov round fieldwork begins	04-Nov-24
ESS	2025	Nov round fieldwork completed	31-Jan-25
ESS	2025	Feb round fieldwork begins	03-Feb-25
ESS	2025	Feb round fieldwork completed	25-Apr-25
ESS	2025	May round fieldwork begins	05-May-25
ESS	2025	May round fieldwork completed	1-Aug-25
ESS	2025	Draft data files	29-Aug-25
ESS	2025	Draft technical documents	29-Aug-25
ESS	2025	Data files	15-Sep-25
ESS	2025	Draft National Report	15-Sep-25
ESS	2025	Draft provider report	29-Sep-25
ESS	2025	Methodology report	29-Sep-25
ESS	2025	Technical documents	17-Oct-25
ESS	2025	National Report	17-Oct-25
ESS	2025	Provider reports	17-Oct-25
ESS	2026	Nov round fieldwork begins	03-Nov-25
ESS	2026	Nov round fieldwork completed	30-Jan-26
ESS	2026	Feb round fieldwork begins	03-Feb-26
ESS	2026	Feb round fieldwork completed	01-May-26

Service category	Reference Year	Item	Due date
ESS	2026	May round fieldwork begins	04-May-26
ESS	2026	May round fieldwork completed	31-Jul-26
ESS	2026	Draft data files	31-Aug-26
ESS	2026	Draft technical documents	31-Aug-26
ESS	2026	Data files	14-Sep-26
ESS	2026	Draft National Report	14-Sep-26
ESS	2026	Draft provider report	28-Sep-26
ESS	2026	Methodology report	28-Sep-26
ESS	2026	Technical documents	16-Oct-26
ESS	2026	National Report	16-Oct-26
ESS	2026	Provider reports	16-Oct-26
ESS	2027	Nov round fieldwork begins	02-Nov-26
ESS	2027	Nov round fieldwork completed	29-Jan-27
ESS	2027	Feb round fieldwork begins	01-Feb-27
ESS	2027	Feb round fieldwork completed	30-Apr-27
ESS	2027	May round fieldwork begins	03-May-27
ESS	2027	May round fieldwork completed	30-Jul-27
ESS	2027	Draft data files	30-Aug-27
ESS	2027	Draft technical documents	30-Aug-27
ESS	2027	Data files	17-Sep-27
ESS	2027	Draft National Report	17-Sep-27
ESS	2027	Draft provider report	01-Oct-27
ESS	2027	Methodology report	01-Oct-27
ESS	2027	Technical documents	15-Oct-27
ESS	2027	National Report	15-Oct-27
ESS	2027	Provider reports	15-Oct-27
Website	2024	ComparED website data refresh	02-Dec-24
Website	2024	ComparED website data refresh	29-Aug-25
Website	2024	IT security documentation	31-Oct-24
Website	2024	ComparED website data refresh	28-Nov-24
Website	2025	ComparED website data refresh	29-Aug-25
Website	2025	IT security documentation	31-Oct-25
Website	2025	ComparED website data refresh	28-Nov-25
Website	2026	ComparED website data refresh	31-Aug-26
Website	2026	IT security documentation	30-Oct-26
Website	2026	ComparED website data refresh	30-Nov-26
Website	2027	ComparED website data refresh	30-Aug-27
Website	2027	IT security documentation	29-Oct-27
Website	2027	ComparED website data refresh	29-Nov-27

## Attachment A to the Statement of Requirement (2023 SES Summary of Questionnaire Changes)

Attachment A to the SOR is separately attached to this RFT.