

**1) Contracts – Class 1, 2 and 3 contracts**

a) Contract ID	7761*	<i>*To be allocated by SCU Legal Office</i>
b) Name of contractor	PlattForm Education Australia Pty Ltd	
c) Business address of contractor	114 William Street Melbourne Vic 3000	
d) Details of any related body corporate of contractor who will be involved in carrying out of any of the contractor's obligations	Withheld - clause 4(a) of the Table from section 14 of the GIPA Act	
e) Date of contract	15 October 2014	
f) Date contract became effective	15 October 2014	
g) Duration of contract	10 years	
h) Provide particulars of the project to be undertaken, the goods or services to be provided or real property to be leased/transferred	Various services in relation to assisting the University to increase its enrolments, student experience and student retention in fully online courses and in markets that the University does not currently operate in. Expansion of the online course portfolio as approved by the University.	
i) Amount payable to contractor	i) \$withheld - Commercial-in-Confidence provisions (paragraph (e) of the definition from Schedule 4 of the Act) and (paraphrased from clause 4(d) of the table in section 14) the release could reasonably be expected to prejudice PlattForm's and/or the University's legitimate business or commercial interests.	Provide estimate if necessary
	ii) <input type="checkbox"/> Actual <input checked="" type="checkbox"/> Estimate	
j) Can the amount payable under the contract be varied?	i) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	*If 'no', go to question 1(k)
	ii) Specify the clause of the contract	It can be varied as per the Executed Term Sheet.
	iii) Provide further details below about how amount may be varied	
k) Can the contract be renegotiated?	i) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	*If 'no', go to question 1(l)
	ii) Specify the clause of the contract	All contractual terms can be varied.
	iii) Provide further details about how the contract can be renegotiated	Through normal contractual negotiation and legal variation of the contract.
l) Did the contract involve a tender?	i) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No*	*If 'no', go to question 1(m)
	i) Specify the method of tendering	

	ii) Summarise the criteria against which the various tenders were assessed (this may be provided as a separate attachment)	
<b>m) Is the contractor being paid for providing operational and/or maintenance services?</b>	i) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No*	*If 'no', go to question 2(a)
	ii) Specify the clause of the contract	
	iii) Summarise the basis for payment (this may be provided as a separate attachment)	

## 2) Contracts – Class 2 and 3 contracts

Additional information may need to be disclosed on the Contracts Register if the contract is a Class 2 or Class 3 contract. If you respond 'yes' to any of these questions in section 2, you must also complete section 3.

<b>a) Identifying Class 2 contracts</b>	i) Was there a tender process, where the proposed contract was NOT made publicly available and the terms and conditions of the contract were negotiated directly with the contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	ii) Have the terms of the contract been substantially negotiated (regardless of whether there was a tender)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	iii) Is one or more of the parties obliged to maintain or operate infrastructure or assets for 10 years or more?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	iv) Does the contract involve a privately financed project (as identified by the <a href="#">NSW Treasury Guidelines</a> )?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	v) Does the contract involve the transfer of a significant SCU asset to another party in exchange for the transfer of an asset to SCU?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>b) Identifying Class 3 contracts</b>	i) Is the contract valued at \$5 000 000 or more?	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No
	*If you responded 'yes' to this question, the Contracts Register must contain a copy of the contract. Email a scanned copy of the contract to the SCU Legal Office along with this form.	

## 3) Contracts – Additional details required for Class 2 and 3 Contracts

Where applicable, the following additional information is required for Class 2 and 3 contracts. Indicate if the question is relevant and provide details as required. If not relevant, choose 'not applicable' (NA).

<b>a) Provide particulars of future transfers of significant assets to SCU/the State at zero, or nominal, cost to SCU/the State, including the date of their proposed transfer</b>	i) <input type="checkbox"/> Relevant to this contract <input checked="" type="checkbox"/> Not applicable*	*If N/A, go to question 3(b)
	ii) Specify details:	
<b>b) Provide particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer</b>	i) <input type="checkbox"/> Relevant to this contract <input checked="" type="checkbox"/> Not applicable*	*If N/A, go to question 3(c)
	ii) Specify details:	
<b>c) Provide the results of any cost-benefit analysis of the contract conducted by SCU</b>	i) <input type="checkbox"/> Relevant to this contract <input type="checkbox"/> Not applicable*	*If N/A, go to question 3(d)
	ii) Specify details: The University conducted secondary research on enabling firms and their fee structure and conducted primary research on its teaching delivery revenue/cost model to ascertain student enrolment targets in collaboration with Plattform required to exceed current performance of the University.	
<b>d) Provide the components and quantum of the public sector comparator if used</b>	i) <input type="checkbox"/> Relevant to this contract <input checked="" type="checkbox"/> Not applicable*	*If N/A, go to question 3(e)
	ii) Specify details:	

e) Provide a summary of information used in the contractor's full base case financial model (e.g. the pricing formula for tolls or usage charges)	i) <input checked="" type="checkbox"/> Relevant to this contract <input type="checkbox"/> Not applicable*	*If N/A, go to question 3(f)
	ii) Specify details: Fee per enrolled student in a Course is to be paid.	
f) Provide particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved.	i) <input checked="" type="checkbox"/> Relevant to this contract <input type="checkbox"/> Not applicable*	*If N/A, go to question 3(g)
	ii) Specify details: The contract includes clauses providing for mandatory insurance coverage, the security of confidential information and intellectual property, mutual indemnities and limitation of liability.	
g) Provide particulars of any other key elements of the contract	i) <input type="checkbox"/> Relevant to this contract <input checked="" type="checkbox"/> Not applicable*	*If N/A, go to question 3(f)
	ii) Specify details:	

4) Exclusion of Contracts under section 32 of the GIPA Act		
Where Class 3 contracts are not disclosed, further information must be given, including the reasons for the non-disclosure.		
a) Is this a Class 3 Contract and is all or part of the contract to be excluded from the Contracts Register?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b) If the answer to 4 a) is 'yes', which part(s) are excluded?	The entire contract.	
c) On what basis is the contract or part(s) thereof excluded from the Contracts Register?	• Would it reveal commercial-in-confidence provisions of a contract?	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No
	• Would it reveal details of any unsuccessful tender?	<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
	• Would it reveal any matter that could reasonably be expected to affect public safety or security?	<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
	• Is there an overriding public interest against disclosure (as defined under GIPA)	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No
	*If 'yes' to any of the above, please provide details below or on an attachment	
Release of the contract would be likely to prejudice the University's legitimate business interests (as per clause 4(d) of the table in section 14 of the Act).		

