

MEMORANDUM OF UNDERSTANDING

ESTABLISHING AN EXAM CENTRE

This Memorandum of Understanding (MoU) defines the relationship between Tasmanian Assessment, Standards and Certification (TASC) and the Exam Centre in the establishment of an endorsed Exam Centre to deliver external assessment of TASC-accredited Level 3 and Level 4 courses.

The relevant state and territory authorities determine assessment and certification specifications for their senior secondary courses. In Tasmania, the relevant state authority is TASC.

This MoU is consistent with national and state legislative requirements including Section 10(l)(e) of the *Tasmanian Assessment, Standards and Certification Act 2003* (the Act).

This document forms an agreement to apply the full TASC policy and corresponding procedure and guidelines for Exam Centres, including the storage of confidential TASC material on school premises and the measures that Exam Centres will need to apply.

Policy Statement

TASC and the Exam Centre are committed to:

- Developing and maintaining a positive and cooperative working relationship.
- Collaboratively delivering senior secondary external assessment.
- Resolving any practical difficulties that are encountered in a cooperative and practical manner to support the delivery of senior secondary external assessment.

As part of the parties' mutual commitment, TASC and the Exam Centre will act in accordance with the terms and intent of this MoU, even though neither party intends it to be legally binding.

Terms of the MoU

This MoU will be effective from the date of signing by both parties for a period of five (5) years unless terminated earlier by either party by giving three (3) months written notice to the other.

Exam Centre criteria

Schools that wish to be considered as an Exam Centre must communicate this request in writing to the Deputy Director of TASC by 30 June of the current year of delivery.

The criteria to be considered in establishing an Exam Centre includes:

- Either:
 - The travel time between the school where a student studies a course, and the nearest established Exam Centre is more than 45 minutes; or
 - The proposed Exam Centre has at least 100 candidates* sitting exams at that centre across the nine-day exam period.
- Compliance with established procedures and guidelines in accordance with this document.

Schools are still able to request to be considered an Exam Centre if they do not meet the criteria. They must provide, in writing, valid reasons to support their establishment as an Exam Centre to the Deputy Director of TASC. The Deputy Director will use their discretion to determine whether to approve or not to approve in these circumstances.

Financial arrangements

TASC will:

- Employ and remunerate Supervisor Coordinators, Exam Supervisors and Exam Support Supervisors as necessary for the successful delivery of exams at the Exam Centre.
- Provide exam materials to the Exam Centre at no cost to the Exam Centre.

The Exam Centre will:

- Provide any special equipment/furniture required by students to enable the provision of approved reasonable adjustments at no cost to the student, unless TASC has specified that the equipment is to be provided by the student.

Where one or more students who are enrolled at another school and scheduled to undertake an exam at the Exam Centre, it is the responsibility of the student's current school of enrolment i.e. home school, to facilitate the provision of any additional staff or equipment to effectively provide any reasonable adjustments approved by TASC, for those students.

**A candidate is defined to be per exam and not per student, for example one student sitting 4 exams is equal to 4 candidates.*

Dispute resolution

If a dispute or point of difference arises between the parties out of or in connection with this MoU, either party may give the other a written notice specifying the dispute or difference. Within 28 days of the date of the notice, the Deputy Director of TASC, or the delegated Officer and the TASC Liaison Officer or Principal of the Exam Centre must meet and undertake negotiations in good faith and on a without prejudiced basis with a view to resolving the dispute or difference.

Breach of the MoU

If TASC becomes aware, from any source, of a possible breach of the conditions of the MoU by the Exam Centre, TASC will investigate the matter to determine appropriate action.

TASC may suspend exam activities at the Exam Centre pending the outcome of the investigation.

If it is determined that a breach has occurred, TASC may:

- suspend activities at the Exam Centre for all or part of its scope
- remove any exam materials from the Exam Centre
- specify conditions that must be met by the Exam Centre before exam activities may resume
- cancel the Exam Centre's approval to operate as an Exam Centre and terminate this MoU with immediate effect.

Suspension of activities

Either party may suspend the MoU at any time if it considers that continued operation at the Exam Centre presents an immediate threat to the health or safety of students and TASC staff, and suitable alternative arrangements at the Exam Centre cannot be identified.

TASC may suspend this MoU before the last day of Term 2 in any given year if the Exam Centre does not satisfy the eligibility requirements to be an Exam Centre that year.

If the activities at the Exam Centre are suspended, TASC will ensure all students scheduled to undertake an exam at the Exam Centre during the period of suspension can attend an alternative location to undertake their exam. The alternative location is to be as close to the Exam Centre as practicable.

Variation of the MoU

The parties may agree to vary any of the requirements of this MoU. Such agreement must be in writing and signed by both parties.

Termination of the MoU

TASC may terminate the MoU:

- By the last day of Term 2 in a given year if the Exam Centre does not, for a second consecutive year, satisfy the eligibility requirements to be an Exam Centre.
- Immediately, if the Exam Centre materially breaches the terms of this MoU and fails to rectify such breach, having received from TASC a written notice detailing:
 - the nature of the breach
 - action required to rectify the breach
 - the date by which the breach must be rectified.

The Exam Centre may terminate the MoU:

- Before the last day of Term 2 in any year, without reason.

Related procedures

Memorandum of Understanding – Exam Centre – Procedures and Guidelines.

Legislation

Under Section 10(1)(e) of the Act, TASC is to set, to conduct or arrange for the conduct of and to mark examinations and assessments in senior secondary education and other education and to provide for or determine related matters.

The Tasmanian Government is committed to the principle of open access to public sector information under the *Right to Information Act 2009 (No. 70 of 2009)* and to protecting individual privacy under the *Personal Information Protection Act 2004*.

MEMORANDUM OF UNDERSTANDING

EXAM CENTRE

Tasmanian Assessment, Standards and Certification
and

Exam Centre:

Execution

Signed for and on behalf of each of the parties by:

Exam Centre – Principal

Name: _____

In the presence of:

Position: _____

Witness:

Signature: _____

Signature:

Date: _____

Date:

Tasmanian Assessment, Standards and Certification – Deputy Director

Name: _____

In the presence of:

Position: _____

Witness:

Signature: _____

Signature:

Date: _____

Date:

Authorisation

Authorised by	Deputy Director, Alison Savage
Contact	enquiries@tasc.tas.gov.au
Version	1.0
Last review	2024
Review date	1 July 2027
This document replaced	16 July 2019 version
CM reference	DOC/25/14660
Relevant standard	All 10 Standards for Providers