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368 Sussex Street, Sydney, NSW 2000, Australia

Terms of Reference:
MortarCAPS Data Standard
Working Group

Date
13 January 2026

Author
MortarCAPS: Data Standard

1. Purpose

The purpose of this Terms of Reference (ToR) is to outline the roles, responsibilities, and scope of the MortarCAPS Data Standard Working Group. This group is tasked with the development, ratification, and implementation of data standards to support MortarCAPS' vision of delivering globally recognised higher learning data standard in partnership with higher learning institutions.

2. Structure

The Working Group comprises two tiers of membership:

1. Executive Sponsor
2. Technical Working Group Member

3. Roles and Responsibilities

3.1 Executive Sponsor

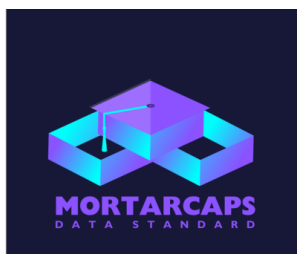
Role Summary: The Executive Sponsor is the strategic leader responsible for providing guidance and endorsement of the overall direction and ensuring alignment with MortarCAPS' objectives. The role encompasses advocacy, funding facilitation through vendor engagement, and governance of the data standard's initiative.

Key Responsibilities:

- Set the strategic direction for the development and release of data standards.
- Ratify and endorse the data standards for adoption and implementation.
- Advocate publicly for the importance and relevance of the data standard to internal and external stakeholders.
- Engage with vendors to secure funding and resources necessary to support the initiative.
- Provide high-level oversight and resolve escalated issues.

3.2 Technical Working Group Member

Role Summary: The Technical Working Group Members are subject matter experts responsible for the development, refinement, and implementation of the data standard.



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Key Responsibilities:

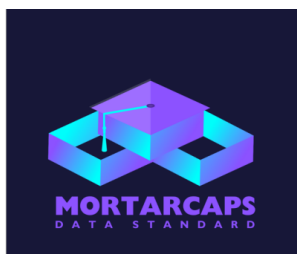
- Contribute to the technical development of the data standard, ensuring scalability, adaptability, and alignment with MortarCAPS Data Standard's objectives.
- Provide insights and examples of previous relevant work to inform the development process.
- Offer regional insights to ensure the standard meets global requirements and is sensitive to local contexts.
- Review and test draft iterations of the standard to ensure functionality and technical soundness.
- Collaborate with other members to document and finalise the standard for ratification by the Executive Sponsor Working Group.

4. Governance and Operations

- Meetings for the Technical Working Group Members will be held twice weekly to ensure consistent progress and address technical challenges.
- Meetings for the Executive Sponsors will be held monthly to review progress, provide strategic input, and make key decisions.
- Decision-making authority lies with the Executive Sponsor Working Group for all major approvals and endorsements.
- Technical Working Group Members are expected to provide regular updates and feedback during meetings.
- All group members must operate in accordance with MortarCAPS' core values and data governance principles.

5. Deliverables

- A globally recognised data standard that is ratified and endorsed by the Executive Sponsor Working Groups – quarterly release cycle expected.
- Documentation detailing the technical framework and implementation guidelines.
- Recommendations for ongoing updates and iterations of the standard.



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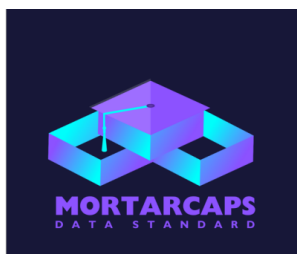
6. Intellectual Property

6.1 Ownership

All intellectual property rights of any kind — including copyright, database rights, patents, designs, trade marks, trade secrets and rights in confidential information, whether registered or unregistered (**Intellectual Property Rights**) — in the data standard and in all deliverables, documentation, specifications, schemas, data models, code, templates, guidance and other materials created, developed, contributed or refined by any member in the course of, or in connection with, their participation in the Working Group (**Working Group IP**), vest in and are owned exclusively by MortarCAPS Higher Learning Data Standard Limited (ACN 684 569 864) (ABN 21 684 569 864) of 368 Sussex Street, Sydney NSW 2000, Australia (**MortarCAPS**), whether created individually or jointly with others, and whether created before or after the date of this ToR.

6.2 Development Model and Consultation

The data standard is produced by the MortarCAPS Data Standard (MCDS) team through a structured consultation process with the Working Group and the wider higher learning sector. Working Group members contribute requirements, expertise, regional insight, review and feedback through that consultation process. The actual development and authoring of the data standard and its supporting code, schemas, data models and technical artefacts is carried out by employees of MortarCAPS in the course of their employment, and Intellectual Property Rights in that work therefore vest in MortarCAPS. This clause 6 confirms and supplements that position in respect of all contributions made through the consultation process.



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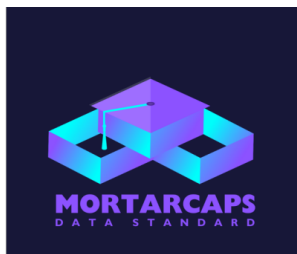
6.3 Institutional Participation and Contribution Pathway

Universities and other institutions participate in the Working Group, and contribute Intellectual Property Rights to the data standard, through and subject to their membership of the Council of Australasian University Directors of Information Technology (CAUDIT) or the Canadian University Council of Chief Information Officers (CUCCIO).

Contributions made by an individual member are made on behalf of, and with the authority of, that member's institution under its CAUDIT or CUCCIO membership. If an institution's CAUDIT or CUCCIO membership ceases, or a member ceases to participate in the Working Group, the ownership, assignments, licences and consents in this clause 6 continue to apply to all Working Group IP contributed up to that date.

6.4 Assignment

To the extent that any Working Group IP does not vest in MortarCAPS automatically on creation, each member assigns to MortarCAPS (and, in respect of future rights, agrees to assign immediately on creation) all right, title and interest in and to that Working Group IP, throughout the world, in perpetuity and free of charge. Each member agrees to do all things and sign all documents reasonably required by MortarCAPS to give effect to, perfect, register or enforce this assignment.



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6.5 Moral Rights

Each member consents, and will use reasonable endeavours to procure the consent of any individual acting on their behalf, to any act or omission by MortarCAPS or its licensees that would otherwise infringe their moral rights under the Copyright Act 1968 (Cth) or equivalent laws in any jurisdiction, in respect of Working Group IP. This consent is given genuinely and without duress.

6.6 Background Intellectual Property

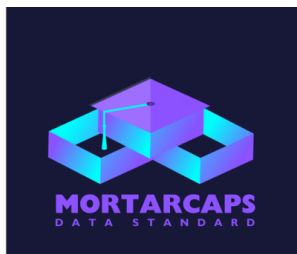
Each member retains ownership of Intellectual Property Rights it owns or creates independently of the Working Group (**Background IP**). Where a member contributes or incorporates Background IP into the data standard or any deliverable, that member grants MortarCAPS a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable and sublicensable licence to use, reproduce, modify, adapt, publish and communicate that Background IP for the purposes of developing, releasing, maintaining and licensing the data standard and any infrastructure or services built on it for MortarCAPS' charitable purposes. Members must notify the Executive Sponsor Working Group in writing before contributing any Background IP that is subject to third-party rights or restrictive licence terms (including open-source licences).

6.7 Member Warranties

Each member warrants that their contributions are original or that they are otherwise entitled to contribute them; that the contributions do not infringe the Intellectual Property Rights of, or breach any confidentiality obligation owed to, any third party; and that they hold all necessary authority from their employer, institution or organisation (including under its CAUDIT or CUCCIO membership) to give the assignment, licences and consents in this clause.

6.8 Confidentiality of Pre-Release Materials

All drafts, working papers, test data and unpublished iterations of the data standard are confidential information of MortarCAPS. Members must not disclose, publish or use them other than for Working Group purposes without the prior written consent of the Executive Sponsor Working Group.



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6.9 Publication and Permitted Use

MortarCAPS holds Working Group IP for the advancement of its charitable purposes and does not commercialise the data standard. MortarCAPS determines whether, when and on what terms the standard is published, and intends to make the ratified standard openly available to the higher learning sector. MortarCAPS may build, operate and maintain infrastructure and services based on the standard in furtherance of those charitable purposes, and may recover the reasonable costs of doing so. Members may use the published standard in accordance with its licence terms, but must not create derivative or competing standards from Working Group IP except as authorised in writing by MortarCAPS. MortarCAPS may acknowledge members as contributors to the standard.

6.10 Survival

This clause 6 survives the expiry, review or termination of this ToR and the cessation of any member's participation in the Working Group.

7. Term and Review

The Terms of Reference will remain in effect for two years, or until the data standard complete VI is developed and implemented, whichever comes first. The ToR will be reviewed annually or as necessary to ensure relevance and effectiveness.

8. Contact Information

For queries or further details about the Working Group, please contact:

- Charlsey Pearce, MortarCAPS Data Standard - CEO
 - Email: charlsey.p@mortarcaps.com