



TETRA TECH
International Development

Request for Proposal

For

2027 Intake Scholarship Application Assessment

Structure of Invitation

Part A - Invitation and Rules of Proposal

Part B – Scope of Services

Part C – Draft Contract

Part D – Supplier's Response Form

Contents

1 Invitation.....	1
2 Background.....	1
3 Scope	1
4 Contact Officer.....	1
5 Briefing and Site Visits	1
6 Submission Format	1
7 Submission Lodgement.....	1
8 Last Queries Date	1
9 Document Structure	2
10 Evaluation Process	2
11 Evaluation Criteria.....	2
12 Commonwealth Procurement Rules and PGPA Act.....	2
13 Indigenous Procurement Policy	3

1 Invitation

Interested parties are invited to submit a proposal to Tetra Tech International Development Pty Ltd in accordance with the instructions for the **2027 Intake Scholarship Application Assessment (“Project Requirements”)** for **Australia Awards and Alumni Engagement Program Philippines**.

2 Background

Tetra Tech International Development Pty Ltd, as the managing contractor of the **Australia Awards and Alumni Engagement Program Philippines** on behalf of the Australian Government’s Department of Foreign Affairs and Trade (DFAT), a duly registered Australian company located at 422 King William Street, Adelaide, SA, 5000, Australia, referred to as “Tetra Tech International Development”

The Program aims to support the Philippines in achieving its development goals and in having positive relationships with Australia that advance the mutual interests of the two countries. To address the development goals in the Philippines, the AAAEP-P delivers a suite of diverse learning opportunities, including Australia Awards Scholarships, short courses, in-country scholarships and alumni engagement activities.

3 Scope

This short term consultancy seeks external assessors to evaluate Australis Awards applications.

The program will accept a group submission (1 Team Leader + 2 Members) and individual applications as Team Leader or Members.

4 Contact Officer

The only person authorised by Tetra Tech International Development to communicate with respondents is the Contact Person. Therefore, respondents cannot rely on communications with any other person. Any communication with the Contact Person should be in writing and addressed to the Contact Person.

The Contact Person is

Name: **Milalin Javellana**

Title: Program Director

Address: 3F JMT Bldg ADB Avenue Ortigas Center, Pasig City

Email: Milalin.Javellana@australiaawardsphilippines.org

5 Briefing and Site Visits

No pre-bid conference is required.

6 Submission Format

Respondents are requested to submit Part D and all other required documents to this email address: Milalin.Javellana@australiaawardsphilippines.org

7 Submission Lodgement

The Closing Time for submitting a proposal is Wednesday, 29 April 2026 at 5:00 PM Philippine Time.

8 Last Queries Date

If there are parts of the document that respondents do not understand, respondents should contact the nominated Contact Officer detailed in the bid document prior to the last queries date.

The Last Queries Date is 27 April 2026 at 5:00 PM Philippine Time.

9 Document Structure

This Request for Proposal consists of four parts:

Part A – Invitation - a brief background and general information concerning the request for proposal process and Proposal Bid Rules

Part B - Requirements and Specifications

Part C - Contract Terms and Conditions - the contract requirements including a draft copy of the indicative terms of any contract that may ultimately be entered into for the project requirements.

Part D - Response Schedule – Your response to the Proposal

10 Evaluation Process

- 10.1 Proposals will be evaluated for full compliance with any mandatory requirements identified in the Invitation and Bid Rules and Statement of Requirement and/or Specifications.
- 10.2 Respondents are reminded that any requirements identified as mandatory are considered to be of fundamental importance to the satisfactory delivery of the goods and/or service, and a fully compliant response is required.
- 10.3 Tetra Tech International Development reserves the right to short-list a limited number of respondents, based on its initial value-for-money assessment, and continue detailed evaluation of this smaller group of respondents to the exclusion of all others.
- 10.4 If Tetra Tech International Development chooses to include a shortlisting stage in its evaluation process, Tetra Tech International Development is not, at any time required to notify respondents or any other person or organisation interested in submitting a proposal.
- 10.5 Tetra Tech International Development may request presentations by respondents, where appropriate, of the bid but need not make the same request of all respondents.

This may occur as a part of the original plan or be necessary to differentiate between short listed submissions.

A secondary process may include, but not be limited to:

- Presentation of the intended project / methodology;
- Clarification of particular aspects of the submission;
- Additional information on some aspect of the proposal;
- Responses to additional requirements; or
- Negotiations on personnel, project delivery, milestones and price.

Short listed suppliers will be notified of the secondary process.

11 Evaluation Criteria

Respondents will be evaluated against the following general criteria:

- Demonstrated experience in this requirement
- Level of compliance with specification and statement of requirements
- Management approach, capability and capacity (risk management approach, methodology, proposed work plan)
- Price/cost

Respondents shall provide supporting information to enable these criteria to be assessed, by completing every section of the request for proposal response.

12 Commonwealth Procurement Rules and PGPA Act

Respondents should be aware that the Commonwealth Procurement Rules ('CPRs') and the *Public Governance Performance and Accountability Act Rules 2013* (Cth) ('PGPA Act') as amended from time to time, apply to this RFQ.

The CPRs are available at: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html>

The PGPA Act is available at: <http://www.comlaw.gov.au>

13 Indigenous Procurement Policy

It is Commonwealth policy and therefore Tetra Tech International Development policy, to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see <https://www.dpmc.gov.au> for further information).

Respondents should note that the Indigenous Procurement Policy does not apply to this procurement.

However, in completing Part D, Response, Respondents are encouraged to provide information on how their organisation or quote stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Respondent's supply chain.

Part B – Scope of Services

2027 Intake Scholarship Application Assessment

Program Overview

The AAAEP-P is an 8.9 year-program (October 2017 to June 2026) of the Department of Foreign Affairs and Trade (DFAT) managed by Tetra Tech International Development (TTID). The Program aims to support the Philippines in achieving its development goals and in having positive relationships with Australia that advance the mutual interests of the two countries. To address the development goals in the Philippines, the AAAEP-P delivers a suite of diverse learning opportunities, including Australia Awards Scholarships, short courses, in-country scholarships and alumni engagement activities.

AAAEP-P aims to achieve the following two end-of-program outcomes (EOPO):

- EOPO1 – Alumni and, where relevant, their organisations have and use skills, knowledge and networks to contribute to sustainable development; and
- EOPO2 – Diverse alumni have contributed to strengthening cooperation between the Philippines and Australia

Gender equality, disability and social inclusion (GEDSI) are underscored in EOPO achievements and mainstreamed in the implementation of AAAEP-P's four main components below:

1. Australia Awards Scholarships
2. Short Courses and Non-Formal Learning Opportunities
3. In-Country Scholarships
4. Alumni Engagement

AAAEP-P operationalised the tagline “Make a Difference” through Re-Entry Action Plan (REAP). REAP is part of the requirement of Australia Awards Scholarships in the Philippines to demonstrate how the acquired knowledge and skills gained from Australian education and training will be used to contribute to development goals in the Philippines.

AAAEP-P is managed by Tetra Tech International Development on behalf of Australia's Department of Foreign Affairs and Trade (DFAT).

Activity Requirement	
Activity	2027 Intake Scholarship Assessment
Required Expertise of the Team Assessment Panel	Delivered by one Team comprised of a Team Lead and two Team Members
Project	Australia Awards and Alumni Engagement Program-Philippines (AAAEP-P)
Reports to	Program Director
Duration and Scope of the Assignment	Up to 30 days <i>Note: All members of the team need to review the applications and come up with consolidated ranking of the applicants</i>
Timing	11 May 2026 – 11 June 2026
Location	Remote/Desk-based
Working relationships include:	
<ul style="list-style-type: none"> • The Program Director and Scholarships Team • Australian Department of Foreign Affairs and Trade (DFAT) through the Australian Embassy in the Philippines • Tetra Tech International Development 	

Key Responsibilities of Organisation or Team of Consultants
<p>The Team Lead – Assessment Panel will:</p> <ul style="list-style-type: none"> • Lead the desk evaluation/assessment of eligible applications according to Australia Awards Scholarships Policy Handbook and AAAEP-P’s assessment rubrics. • Provide consolidated, evaluative comments on each applicant to substantiate ratings, including capacity to study at postgraduate level in Australia, leadership potential, and ability to contribute meaningfully to Australia - Philippines Development Partnership Plan through his/her proposed Re-Entry Action Plan (REAPs) and alignment of the program of study to the REAP and DPP. • Lead the moderation of the final ranking with the co-assessment panelists. The moderated rankings should include explanations that can be used for calibration, particularly how differences in rankings or borderline cases are resolved. • Lead the delivery of the recommended ranked/long list of eligible applicants. The list will be used by the DFAT to shortlist applicants for interviews. • Lead the development of the 2027 Intake Scholarship Assessment Report, including proposals to improve the assessment and ranking exercise. • Execute professional integrity, including neutrality and maintaining confidentiality during and after the nomination exercise. <p>The Team Member – Assessment Panel will:</p> <ul style="list-style-type: none"> • Evaluation/assess the eligible applications according to Australia Awards Scholarships Policy Handbook and AAAEP-P’s assessment rubrics in coordination with the Team Lead. • Provide consolidated, evaluative comments on each applicant to substantiate ratings, including capacity to study at postgraduate level in Australia, leadership potential, and ability to contribute

meaningfully to Australia - Philippines Development Partnership Plan through his/her proposed Re-Entry Action Plan (REAPs) and alignment of the program of study to the REAP and DPP.

- Participate in the moderation of the final ranking with the Team Lead.
- Participate in the delivery of the recommended ranked/long list of eligible applicants with the Team Lead. The list will be used by the DFAT to shortlist applicants for interviews.
- Contribute to the development of the 2027 Intake Scholarship Assessment Report, including proposals to improve the assessment and ranking exercise.
- Execute professional integrity, including neutrality and maintaining confidentiality during and after the nomination exercise.

Notes:

- The Australia Awards Scholarships Policy Handbook is the governing authority and takes precedence in the event of any inconsistencies.
- The team of consultants will only provide recommendations of the long list of eligible applicants. DFAT will do the shortlisting and interviews of applicants.

The Organisation or Team Deliverables

Preparatory work:

The Team Assessment Panel must be familiar with the:

- Goals, objectives and strategies of DFAT's scholarships initiative <https://www.dfat.gov.au/people-to-people/australia-awards/australia-awards-scholarships>
- Goals, objectives and strategies of Australia Awards in the Philippines [Australia Awards Philippines](#)
- Australia Awards Scholarships Policy Handbook (November 2025) <https://www.dfat.gov.au/about-us/publications/australia-awards-scholarships-policy-handbook>
- Australia-Philippines Development Partnership Plan <https://www.dfat.gov.au/publications/development/australia-philippines-development-partnership-plan>
- Invested: Australia's Southeast Asia Economic Strategy to 2040 <https://www.dfat.gov.au/southeastasiaeconomicstrategy>
- Annotated REAP template link (see attached)
- The Intake 2027 Philippines Country Profile, target categories, levels of study, priority sectors, and targets [Philippines Australia Awards intake information | Australian Government Department of Foreign Affairs](#)
- Tetra Tech Generative AI Policy, April 2025 [IT Policy Generative AI](#)
- Any other relevant program documents supplied by AAAEP-P

Expected deliverables:

The Team Assessment Panel will be expected to deliver the following:

- Scoring of all applicants according to the Philippines Intake 2027 Shortlisting Guidelines and Procedure.
 - Assessment and rating against each criterion under Academic Performance, Professional Achievement, and Potential Outcome (through the REAP).
 - Comments against each criterion under Academic Performance, Professional Achievement, and Potential Outcome (through the REAP) for each applicant - explaining strengths and weaknesses, rationale for being categorised as Outstanding, Very Good, Good, Satisfactory, and Limited.
- The Assessment Report includes the following information:
 - submit a spreadsheet list of all applicants, ranked in descending order, and including the following information for each applicant:
 - ✓ personal, academic, professional, and other background details to populate a spreadsheet template to be provided

- ✓ assessment against each criterion - Academic, Leadership, and Potential Outcomes - guided by an Assessment Framework provided by AAAEP
- ✓ comments against each criterion - Academic, Leadership and Potential Outcomes - explaining strengths and weaknesses
- ✓ consolidated comments explaining the ranking, including each applicant's capacity to study in Australia and capacity to deliver potential outcomes
- prepare and submit an evaluative report (within five working days after concluding the assessment report), including the following information:
 - ✓ description and evaluation of the processes used to rank applicants
 - ✓ statistical breakdown of applicants according to the following categories: sectors; gender; marginalised groups; geographical location; position levels; priority areas
 - ✓ analysis of lower-scored applicants, especially women, persons with disabilities, and indigenous people
 - ✓ A review of the assessment exercise, including lessons learned; the use of a separate Australia Awards Scholarships (AAS) application form; quality and completeness of applicant-submitted information; identification of misrepresentation in the application; and recommendations to strengthen the process.

Selection Criteria

Team Leader

Qualifications

- Qualification at Master's level or higher.

Experience

- At least 15 years relevant experience working in higher education with international students or international development on an education, scholarships or human resource development project
- Experience in managing/leading the assessment of scholarship applications and applicants against set criteria
- Experience working under pressure and to tight deadlines
- Experience working in a developing country, preferably in the Philippines
- Experience working with international students in a university (desirable)
- Knowledge of DFAT's policies related to gender and disability (desirable)

Knowledge and Skills

- Demonstrated knowledge of the Australian university system
- Sound judgment, enabling evaluation of applicants and their potential to succeed in studies in Australia and contribute to development on completion
- Ability to work collaboratively and objectively, with neutrality
- Knowledge of the Australia Awards Scholarships program (desirable).

Team Members

Qualifications

- **Qualification at Master's level or higher.**

Experience

- to At least 10 years of relevant experience working in higher education with international students or international development on an education, scholarships or human resource development project

- Experience assessing applications and applicants against set criteria
- Experience working under pressure and to tight deadlines
- Experience working in a developing country, preferably in the Philippines
- Experience working with international students in a university (desirable)
- Knowledge of DFAT's policies related to gender and disability (desirable)

Knowledge and Skills

- Demonstrated knowledge of the Australian university system
- Sound judgment, enabling evaluation of applicants and their potential to succeed in studies in Australia and contribute to development on completion
- Ability to work collaboratively and objectively, with neutrality
- Knowledge of the Australia Awards Scholarships program (desirable).

Conflict of Interest

Tetra Tech International Development's policy on avoiding, disclosing, and managing conflicts of interest, set out in the Code of Conduct and Client Services, requires all employees or contractors to declare any real or apparent conflicts of interest associated with their public or official duties on an annual basis or as they arise. The employees or contractors are required to declare of one or more real or apparent conflict of interest.

Record Management and Data Privacy

Tetra Tech International Development is committed to protect and secure the applicants data. The contractors are required to sign the Non-Disclosure Agreement.

Child Protection

Tetra Tech International Development is committed to protecting the rights of children and maintains a zero-tolerance to child abuse and exploitation. We reserve the right to conduct police checks and other screening procedures to ensure a child-safe environment.

Gender Equality, Disability and Social Inclusion

Exemplifying Tetra Tech International Development's commitment to technical excellence in gender equality, our team of dedicated GEDSI advisers work closely with our partners to ensure a context-specific and consistent approach is applied to all of our programs to improve the livelihoods of the world's most marginalised groups.

Protection from Sexual Exploitation, Abuse and Harassment

Tetra Tech International Development is committed to respectful workplaces and does not tolerate sexual exploitation, abuse or harassment of any kind.

About Tetra Tech International Development

Tetra Tech International Development has a 40-year history in successfully delivering international development projects on behalf of donors right around the world, including Australia's Department of Foreign Affairs and Trade, USAID and the UK's Department for International Development (now known as the Foreign and Commonwealth Development Office). Our people work side by side with local partners to support stability, economic growth and good governance, positively changing people's lives.

Annex 1: Annotated REAP Template



Australia Awards

REAP Form

(for Applicants of 2027 Intake)

The Re-entry Action Plan (REAP) is a formal document that represents a scholar's commitment to honor the conditions of the Australia Awards Scholarships (see Scholarship Handbook section 4.2). It is a mechanism that allows scholars to apply what they have learned in Australia to contribute to Philippine development through a meaningful project in an organisation or community.

- I. RELEVANCE OF THE REAP.** The REAP should clearly and succinctly explain how the delivery of its proposed output or outputs will improve the services or performance of the Host Organisation and ultimately contribute to achieving the goals set in the Australia-Philippines Development Partnership Plan (DPP)..

Fill out the following sections after reading these required documents.

Name of Proponent	<i>Name of the REAP author</i>
REAP Title	<i>The title should give the reader a good idea of the nature of the REAP</i>
REAP Objective	<i>The objective must be SMART-Specific, measurable, attainable, result-oriented and with timeframe</i>
Name of Host Organisation	<i>What is the name of the organisation where your REAP Project will be implemented (your own organisation or another organisation)?</i>
Description of the Host Organisation and relation to REAP	<i>How did you come to know about this organisation and why did you choose it to be your host? How can your relationship / connectedness with the Host Organisation help you in completely implementing your REAP? (200 words)</i>
BACKGROUND INFORMATION	

Problem / Opportunity	<ul style="list-style-type: none"> • <i>What problem or opportunity in the Host Organisation is your REAP hoping to address?</i> • <i>Cite specific examples, cases and/or reports to support your belief that this problem or opportunity really exists, is critical but not urgent.</i> • <i>You should articulate how this problem or opportunity is anchored on the situation of the Host Organisation.</i> <p><i>The REAP targeting the problem or opportunity of the Host Organisation is aligned with the goals set in the Australia – Philippines Development Partnership Plan.</i> (500 words)</p>
BENEFICIARIES	
Direct Beneficiary	<p><i>Who will directly benefit from the implementation of your REAP? How many target beneficiaries does your REAP have? How will your REAP help your target beneficiaries?</i></p> <p>(200 words)</p>
Gender Equality, Disability, and Social Inclusion (GEDSI)	<p><i>How will women and other marginalised groups (i.e., IP, PWD, LGBTQ++, etc) benefit from the implementation of your REAP? Provide specific strategies to respond to the needs of the specific groups.</i></p> <p>(200 words)</p>

II. IMPACT AND SUSTAINABILITY OF THE ORGANISATIONAL OUTCOME OF THE REAP. The REAP should produce an output/s that will help the Host Organisation improve their services or performance. These improvements are the outcome/s of your REAP. You should therefore clearly articulate your strategies for the Host Organisation will sustain the gains of the REAP after its completion. (TIP: Based on our survey, the following factors ensure the effective implementation of REAP: the goals of the REAP should align with the goals of the Host Organisation and the Host Organisation is committed to the completion and full implementation of your REAP.)

Development impact and Sustainability	<p><i>How will your REAP contribute to the achievement of the goals of the Host Organisation?</i></p> <p><i>What is your strategy to ensure that the gains of the REAP will be institutionalised and sustained beyond the REAP completion?</i></p> <p>(400 words)</p>
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Organisational Outcome	<p><i>Identify at least one outcome of your REAP. How will your REAP improve service delivery, policies, systems, or competencies in the Host Organisation?</i></p> <p><i>Please identify which organizational outcome your REAP will address:</i></p> <ul style="list-style-type: none"> ○ <i>Improvement of Services Delivery</i> ○ <i>Improvement on Organisational Structure</i> ○ <i>Systems Improvement</i> ○ <i>Policy Review and Formulation</i> ○ <i>Building Competencies</i> ○ <i>Others</i> <p><i>(200 words)</i></p>
Output	<p><i>What output/s will your REAP produce? How will these outputs contribute to achieving the targeted organisational outcome?</i></p> <p><i>(200 words)</i></p>
Competencies	<p><i>What competencies do you hope to improve or gain when you study in Australia? How will your proposed program of study help provide these competencies? You must clearly and succinctly articulate the importance of your proposed program of study to provide the competencies you need to implement your REAP.</i></p> <p><i>(200 words)</i></p>

III. IMPLEMENTABILITY OF THE REAP. The REAP should be fully implemented within two years from when a scholar returns from Australia. The applicant should clearly and succinctly explain how he/she will implement the REAP within the required timeframe and budget. (TIP: The scale of your REAP should be within your circle of influence and control to ensure doability.)

- Measurability

How will you track the progress of the implementation of your REAP? What are your milestones? Divide your REAP activities and timeline into four (4) milestones: 25%, 50%, 75% and 100%.

Action Steps (What activities will contribute to the milestones)	Expected Output	Timeline
25%		
50%		

<<add rows if necessary>>		
75%		
<<add rows if necessary>>		
100%		
<<add rows if necessary>>		

Resources	<p><i>Estimate the budget (in terms of pesos per budget item) you require to successfully implement your REAP.</i></p> <p><i>Include your strategy for accessing the necessary financial support.</i></p> <p><i>Note that Australia Awards will not fund your REAP implementation. (200 words)</i></p>
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REAP Start Date and End Date	<i>Indicate the start date for the implementation of the REAP</i>
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RISKS AND MITIGATING MEASURES	
<i>Describe the risks that might impact on the success of the Action Plan and how you plan to manage these to ensure success. (Identify factors that will block/limit/slowdown accomplishment of intended results or lessen quality of outputs.)</i>	
<i>RISK</i>	<i>MITIGATING MEASURE</i>

Signed by:

Signed by:

Name of Proponent

Name of Head of Host Organisation
(Printed name over signature)

Part C – Draft Conditions of Contract

Short Form Agreement for Contractor Engagement

Between

Tetra Tech International Development Pty Ltd (ACN 007 889 081) of 422 King William Street, Adelaide, South Australia, 5000 ("Tetra Tech International Development") (*Principal*)

-- and --

INSERT DETAILS

(*Contractor*)

Collectively referred to herein as the "Parties" and individually as a "Party"

Project:

Location:

Head Client:

Start Date:

Scope of Services: Refer to attached Scope of Services / ToR As set out below

Total Fee to be paid: XXX

Basis of Payment: Lump sum of (\$) Deposit \$xxxx and \$xxxx on completion

Milestone payments as set out below *Select one*

1. AUD\$..... following [describe events / indicator for milestone.
2. AUD\$..... following [describe events / indicator for milestone.
3. AUD\$.....following xxx.

Information or services to be provided by the Contractor

The Principal engages the Contractor to provide the Services described above and the Contractor agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), the Head Client Terms at Schedule 1, and any variations or additional terms and conditions noted below in Schedule 1.

This agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.

Signed on behalf of the Principal by authorised representative:

Signed on behalf of the Contractor:

Print name:

Print name:

Date:

Date:

SHORT FORM CONDITIONS OF ENGAGEMENT

1. The Contractor will perform the Services as described in the attached documents.
2. In providing the Services, the Contractor must use the degree of skill, care and diligence reasonably expected of a professional contractor providing services similar to the Services.
3. The Principal will provide to the Contractor, free of cost, as soon as practicable following any request for information, all information in the Principal's power to obtain which may relate to the Services. The Contractor shall not, without the Principal's prior consent, use information provided by the Principal for purposes unrelated to the Services.
4. Subject to any laws requiring the disclosing of information or documents, the Parties agree that (unless the context otherwise requires) all information obtained in connection with or incidental to the Services is the confidential information of the Principal.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Contractor considers a direction from the Principal or any other circumstance constitute a variation of the scope of services, the Contractor shall notify the Principal accordingly.
6. The Principal may order variations to the Services in writing or may request the Contractor to submit proposals for variations to the Services. Where the Contractor, acting reasonably, considers that a variation to the Services will increase the scope for the services or result in additional expenses, the Contractor and the Principal will work together to agree a change to the Contractor's Fee for the Services commensurate with the additional work to be undertaken.
7. The Principal shall pay the Contractor for the Services the fees and expenses at the times and in the manner set out in this Agreement.
8. All amounts payable by the Principal shall be paid within 30 days after the completion of the Services, or receipt of a correct and undisputed invoice for the Services. If the Principal fails to make the payment that is due and payable and that default continues for 14 days, the Contractor may provide written notice to the Principal specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Principal in full, the Contractor may suspend performance of the Services any time after expiration of the notice period. The Contractor must promptly lift the suspension after the Principal has made the payment.
9. Where Services are carried out on a time charge basis, the Contractor may purchase such incidental goods and/or services as are reasonably required for the Contractor to perform the Services. The Principal shall reimburse the costs associated with acquiring these incidental goods and/or services provided that the Contractor provides detailed justification for such expenses, and obtains prior written agreement from the Principal. The Contractor shall maintain records which clearly identify time and expenses incurred.
10. Where the Contractor breaches this Agreement, the Contractor is liable to the Principal for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. To the extent permitted by law, neither Party will be liable to the other Party under this Agreement for any indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The Contractor indemnifies, and undertakes to keep indemnified, the Principal and its employees, from and against any costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by the Principal arising out of or in respect of:
 - a. any breach of the Head Principal Terms contained in Schedule 1;
 - b. any negligence, wrongful act or omission, wilful default, wilful neglect, or intentional breach of duty by the Contractor;
 - c. personal injury (including illness or death) of any person in arising out of or in connection with the Contractor's performance of this Agreement;
 - d. an actual or alleged infringement of intellectual property rights;
 - e. breach of any confidentiality obligation imposed under this Agreement or at law; and
 - f. loss of, or damage to, any real or personal property arising out of or in connection with the performance of the Agreement.
12. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution. The Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that any unlawful or negligent act or omission on the part of the Principal or any person through whom the Principal is acting (but excluding the Contractor, its officers, employees, subcontractors or agents) contributed to the liability, loss, damage, costs or expenses.
13. In addition to any rights the Principal holds under this Agreement, if the Contractor is in breach of any of the Head Client Terms contained in Schedule 1, the Principal may, at its sole discretion terminate this Agreement by providing written notice to the Contractor. The Contractor acknowledges and agrees that where there is a serious breach of Head Client Terms relating to health, safety, wellbeing of any person or involving allegations of criminal or other serious misconduct, termination may take effect immediately.
14. Intellectual property prepared or created by the Contractor in carrying out the Services, ("New Intellectual Property") will vest in the Principal on creation. The Principal grants to the Contractor, subject to any conditions or restrictions specified by the Principal, a royalty-free, non-exclusive, non-transferable licence that includes the right to sublicense, use, reproduce, adapt, modify, distribute, and communicate such New Intellectual Property, solely for the purpose of providing the Services.
15. Intellectual property owned by a Party prior to the commencement of this Agreement ("Pre-existing Intellectual Property") and intellectual property created by a Party independently of this Agreement remains the property of that Party. To the extent that the Principal needs to use any of the Pre-Existing Intellectual Property of the Contractor to receive the full benefit of the Services, the Contractor grants to, or must obtain for the Principal, a perpetual, world-wide, royalty free, non-

exclusive licence that includes the right to sublicense, use, reproduce, adapt, modify and communicate that Pre-Existing Intellectual Property.

16. The Principal may suspend all or part of the Services by notice to the Contractor who shall immediately make arrangements to stop the Services and mitigate potential losses. The Principal and the Contractor may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months the Contractor has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
17. The Contractor may not assign any of rights or obligations under this Agreement without the prior written consent of the Principal.
18. The Contractor must not subcontract any part of these Services to any other party without prior written consent from the Principal. If such consent is granted, and the Contractor subcontracts any part of these Services to any other party, the Contractor must ensure that the subcontracted party complies with terms no less onerous than those included in Schedule 1, and must ensure the subcontracted party comply with those "required" policies at Schedule 1.
19. If a dispute arises between the Parties in relation to this Agreement, the dispute must be dealt with in accordance with the following process:
 - a. Any Party claiming that a dispute exists must notify the other Party to the dispute (Second Party) in writing of the nature of the dispute. The Parties must then act in good faith and using best endeavours to negotiate and settle the dispute informally.
 - b. If the dispute is resolved by agreement within 7 working days of the Second Party receiving the notice referred to in clause 19(a) above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five working days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited. The costs of the mediator must be borne equally between the disputing parties. The chosen mediator must determine the procedures for the mediation. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
 - c. If the parties have not mediated a resolution of the dispute within 5 working days of the selection of a mediator, neither party must be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it thinks fit in relation to the dispute.
20. The Contractor will not charge, and the Principal will not be liable, for any expenses, charges, costs or fees, except the Contractor's Fee. The Contractor is responsible for all tax and any other payments required under the laws of the jurisdiction in which the Contractor is a resident for tax purposes. The Contractor's Fee and any other amounts payable under this Agreement are (unless explicitly stated otherwise) in Australian Dollars. The Principal acknowledges that the Contractor's Fee is exclusive of any GST or VAT (or equivalent tax, "Consumption Tax") that may be charged by the Contractor to the Principal, and therefore, the Contractor is entitled to add on the applicable Consumption Tax. The Contractor must provide the Principal with a valid tax invoice rendered in accordance with clause 21.a), if required.
21. The Fee is inclusive of all amounts payable under the *Superannuation Guarantee (Administration) Act 1992* or any other similar law of another jurisdiction requiring payment of pension or superannuation contributions. Where Tetra Tech determines that Australian law requires superannuation contributions are to be paid on behalf of the Contractor:
 - a. All invoices rendered by the Contractor for payment must subtract the superannuation contribution guarantee ("SCG") amount from the Fee;
 - b. The Principal will deduct the SCG from the Fee and pay the SCG amount on behalf of the Contractor to the Contractor nominated superannuation fund. If the Contractor does not select a superannuation fund, the SCG amount will be paid to a fund nominated by the Principal.
22. This Agreement and any transactions contemplated under this Agreement are governed by and are to be construed in accordance with the laws of South Australia. Each Party to this Agreement unconditionally submits to the exclusive jurisdiction of the courts of South Australia.

SCHEDULE 1

HEAD CLIENT TERMS

1. ANTI-TERRORISM

- a. The Contractor must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
 - i. organisations and/or individuals associated with terrorism;
 - ii. organisations and individuals for whom Australia has imposed sanctions under:
 1. [the lists of terrorist organisations under Division 102 of the Criminal Code Act 1995 \(Cth\)](#);
 2. the Charter of the *United Nations Act 1945* (Cth) and regulations made under that Act; or
 3. the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act.
 - iii. any individual or organisation under sanctions by a donor of development funding, including but not limited to:
 1. the [World Bank List of Ineligible Firms and Individuals](#);
 2. the [Asian Development Bank Sanctions List](#); or
 3. the [Australian Department of Foreign Affairs and Trade's Consolidated List](#).

2. FRAUD

- a. For the purpose of this clause, "Fraud" means in relation to the Services, dishonestly obtaining a benefit or causing a loss by deception or other means, and "benefit" refers to both tangible items (including money or objects) and intangible benefits (including power, status or information) and any offences of a like nature to those listed above, including alleged, attempted, suspected or detected fraud.
- b. The Contractor must not, and must ensure that its personnel do not engage in Fraud, and must prevent and detect Fraud including Fraud by its personnel. The Contractor must ensure that its personnel are responsible and accountable for preventing and reporting Fraud as part of their routine responsibilities.
- c. If the Contractor becomes aware of a Fraud it must report the matter to the Principal in writing as soon as reasonably possible, and in any event, within 5 business days of becoming aware of such event. The written report must include, where known:
 - i. name(s) of any personnel involved;
 - ii. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - iii. the names of the suspected offender(s) (where known);
 - iv. details of witnesses;
 - v. copies of relevant documents;
 - vi. references to any relevant legislation;
 - vii. a nominated contact officer;
 - viii. any other relevant information (e.g. political sensitivities, any other Party or agency that has been informed, involved or that can assist with investigations); and
 - ix. the current status of any inquiries commenced by the Contractor.
- d. The Principal reserves the right to appoint its own investigator, conduct its own investigation and/or report suspected Fraud to the appropriate law enforcement agencies or any other person or entity the Principal deems appropriate in Australia or the location of the Services. The Contractor must provide all reasonable assistance that may be required at its own expense.

3. ANTI-CORRUPTION

- a. The Contractor warrants that neither it nor its personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any party, in relation to the execution of this Agreement.
- b. The Contractor: (i) acknowledges that in providing the Services to the Principal under this Agreement, the Contractor is a "contracted service provider" for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) ("NACC Act"); and (ii) must comply with any reasonable request, policy or direction issued by the Principal or any Australian Government authorities, and cooperate with the Principal and such authorities in relation to any action taken by the Australian Government that is required or authorised by the NACC Act.
- c. In performing this Agreement, the Contractor must not, and ensure that its personnel do not, engage in "Corrupt Conduct" as defined in the NACC, or conduct that would meet that definition if any party involved in the conduct were a public official for the purposes of the NACC Act. If the Contractor becomes aware of any actual or potential Corrupt Conduct it must report such conduct to the Principal within 5 business days. Where Corrupt Conduct is found to have occurred in relation to this Agreement, the Contractor must use reasonable efforts to recover the funds lost as a result of such conduct (if any), refer the matter to the appropriate government authorities and reimburse to the Principal any funds misappropriated through the conduct that are recovered.

4. PRIVACY

- a. The Contractor is a "Contracted Service Provider" within the meaning of the *Privacy Act 1988* (Cth) and, to the extent that it deals with personal information in the provision of the Services, agrees to:
 - i. comply with the Australian Privacy Principles as they apply to the Principal, including:
 1. to use or disclose personal information only for the purposes of this Agreement;
 2. take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
 3. comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
 - ii. not do any act, or engage in any practice that would, if done in or engaged in by the Principal, breach the Australian Privacy Principles;
 - iii. comply with any reasonable request or direction of the Principal or the Privacy Commissioner in relation to access to, or handling of personal information;
 - iv. immediately notify the Principal if it becomes aware of a breach or possible breach of any obligations referred to in this Clause, or the initiation of any action by the Privacy Commissioner relevant to this Agreement; and
 - v. investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause and notify the Principal of that investigation and outcome.

5. PUBLICITY

- a. The Contractor may not make media or other announcements or releases relating to this Agreement without the Principal's prior written approval except to the extent that such announcement or release is required to be made by law.

6. MODERN SLAVERY

- a. For the purposes of this clause 7, "Modern Slavery" means any conduct which constitutes modern slavery under the *Modern Slavery Act 2018* (Cth), including without limitation, slavery, human trafficking, servitude, forced labour and forced marriage.
- b. The Contractor 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.
- c. If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Agreement, the Contractor 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 (including Contractor Personnel) in its supply chains.

7. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- a. To the extent relevant to the Services, the Contractor must effect and maintain systems to prevent sexual exploitation, abuse and harassment ('**PSEAH**') that includes procedures for reporting and investigating allegations of sexual exploitation, abuse and harassment ('**SEAH**') and manages the risks of SEAH.

8. CHILD PROTECTION

- a. If any part of the Services involves the Contractor, or the Contractor's Personnel interacting with children, the Principal may require the Contractor to:
 - i. prepare a risk assessment to identify the level of responsibility for and level of risk of harm or abuse to, children;
 - ii. provide training and establish systems to ensure all relevant Personnel are aware of and comply with the principles, policy and legal requirements relevant to safeguarding of children advised by the Principal;
 - iii. ensure that any subcontract entered into by the Contractor for the purposes of fulfilling the Contractor's obligations under this Agreement, imposes on the Contractor's Personnel the same obligations regarding child protection.

9. WORK HEALTH AND SAFETY

- a. In carrying out the Services the Contractor must:
 - i. comply with all relevant laws regarding workplace health and safety systems;
 - ii. ensure that as far as reasonably practicable the health and safety of workers engaged by the Contractor, or other persons is not put at risk;
 - iii. ensure that lawful and adequate health and safety standards are maintained;
 - iv. consult, cooperate, and coordinate activities with workers who carry out work for the Contractor and all other persons who have a work health and safety duty in relation to the same matter; and
 - v. allow the Principal or its agents to review, inspect, audit or otherwise observe the Contractor's health and safety systems, work practices and procedures related to the Services at any time, at no extra cost, liability, or responsibility to the Principal in relation to such matters.

10. NOTIFICATION

- a. The Contractor must immediately notify the Principal if the Contractor or its personnel is:
 - i. subject to any proceedings or informal process (including an investigation) that could lead to being sanctioned or suspended from tendering (including temporary suspension) by a donor of development funding, including but not limited to:
 1. The Asian Development Bank;
 2. The World Bank; or

- 3. The Australian Department of Foreign Affairs and Trade.
- ii. in breach of any clause of this Schedule 1; or
- iii. in breach of any policy marked as “Applicable” below.
- b. The Contractor must inform the Principal immediately if the Contractor becomes aware of any issue that may affect its performance of, or compliance with this Agreement.

11. COMPLIANCE WITH PRINCIPAL & HEAD CLIENT’S POLICIES AND PROCEDURES

a. The Contractor and its personnel must have regard to and comply with, relevant and applicable laws, guidelines,

PRINCIPAL AND HEAD CLIENT POLICIES	
Applicable	Policy and Link to Policy
<input type="checkbox"/>	<u>Right to Freedom From Slavery and Forced Labour</u> – Australian Attorney General’s Department
<input type="checkbox"/>	<u>Counterterrorism Policy and Development Approaches to Countering Violent Extremism: Policy Framework and Guidance Note</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Child Protection Policy and Child Protection Compliance Standards</u> (Attachment 1) – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Preventing Sexual Exploitation, Abuse and Harassment Policy</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Disability Inclusive Development Guidance Note</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Accessibility Design Guide: Universal Design Principles for Australia’s Aid Program</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Foreign Bribery Guidelines</u> – Australian Attorney General’s Department
<input type="checkbox"/>	<u>Fraud Control Policy and Fraud Control Toolkit for Funding Recipients</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Promoting Opportunities for All – Gender Equality and Women’s Empowerment</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Family Planning and the Aid Program: Guiding Principles</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Environmental and Social Safeguards Policy</u> – Australian Department of Foreign Affairs and Trade
<input type="checkbox"/>	<u>Environmental Management Guide for Australia’s Aid Program</u> – Australian Council for International Development
<input type="checkbox"/>	<u>Department of Foreign Affairs and Trade Environment Protection Policy</u> which requires, where relevant to the Services: <ul style="list-style-type: none"> A. Assessing and managing all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts; B. Reporting regularly on any such impacts as required or directed by the Principal or Head Client; and C. Complying with all relevant environmental laws and regulations of the Location of the Services.
<input type="checkbox"/>	<u>Commonwealth Procurement Rules and Guidelines</u> – Australian Department of Finance
<input type="checkbox"/>	<i>Tetra Tech Vendor Code of Conduct and Tetra Tech International Development Safeguarding Code of Conduct</i>

regulations, and policies, including those in Australia and in the location/s where the Services are to be delivered.

b. The Contractor must ensure that it and its personnel have regard to and comply with any Head Client, and or Principal Policies that are applicable to the Services including the Tetra Tech Inc. Vendor Code of Conduct, Tetra Tech International Development Safeguarding Code of Conduct, and those advised by the Principal from time to time, or otherwise indicated in the table below.

Contractor Acknowledges that is has read and understood the above Policies and Procedures marked as “Required”, including the Tetra Tech Inc Vendor Code of Conduct and Tetra Tech International Development Safeguarding Code of Conduct.

The Contractor will ensure that it and its personnel (where applicable) comply with the above policies and requirements to the best of their ability.

Contractor Signature:	
Name:	
Date:	