

**TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**

("TETRA TECH INTERNATIONAL DEVELOPMENT")

- and -

**XXXX**

(SERVICE PROVIDER)

**GS – XXXX SERVICES AGREEMENT**

for

**XXXX**

## SERVICES AGREEMENT

**THIS AGREEMENT** is made < *TETRA TECH INTERNATIONAL DEVELOPMENT WILL INSERT DATE* >

**BETWEEN: TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**  
ABN 63 007 889 081 of 33 Richmond Road Keswick SA 5035,

**AND** < **SERVICE PROVIDER** >  
ABN of < address > |

## RECITALS

- A. Tetra Tech International Development carries on the business of a management consultant and international project manager. < **PROGRAM** > is managed by Tetra Tech International Development on behalf of the Australian Government.
- B. Tetra Tech International Development engages the Service Provider to provide the Services and the Service Provider agrees to provide the Services on the terms of this Agreement.

**THE PARTIES AGREE** as follows:

## RECITALS

The recitals are true and form an operative part of this Agreement

## OPERATIVE

Tetra Tech International Development and the Service Provider promise to carry out and complete their respective obligations in accordance with the attached Contract Details and the Schedules.

This Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the Parties' agreement. No rule resolving a doubt as to interpretation against the Party preparing this Agreement will apply. The specific provisions will not limit the interpretation of general provisions.

### 1. DEFINITIONS

- 1.1. **Acceptance Date** means the date the Services are accepted by Tetra Tech International Development.
- 1.2. **Agreement** means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.3. **Business Day** means any day that is not a Saturday or Sunday or a public holiday in South Australia.
- 1.4. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
- 1.5. **Commencement Date** means the date specified in schedule 2.
- 1.6. **Completion Date** means the date specified in schedule 2.
- 1.7. **Compliance Tests** means tests performed on the Goods to ensure they comply with the Service Providers warranties in clause 10;

- 1.8. **Compliance Test Period** means the period specified in the Purchase Order beginning from the Delivery Date (or if no period is specified, 14 calendar days from the Delivery Date).
- 1.9. **Complying Goods** are Goods that comply with the Service Provider's warranties in clause 10.
- 1.10. **Confidential Information** means all information including, but not limited to:
- (a) the terms of this Agreement;
  - (b) trade secrets and confidential know-how;
  - (c) financial, accounting, marketing and technical information and plans, customer and supplier lists, fee rates, tender information, know-how, technology, operating procedures, price lists, data bases, source codes and methodologies, of which the Service Provider becomes aware of or generates (both before and after the day this Agreement is signed) in the course of, or in connection with, the Service Provider's engagement with any Tetra Tech International Development Group Member (including confidential information belonging to any third Party including the Commonwealth of Australia represented by the Australian Department of Foreign Affairs and Trade); and
  - (d) all copies, notes and records based on or incorporating the information referred to in clause 1.7(a) and 1.7(b) but does not include any information that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, the Service Provider).
- 1.11. **Contract Material** means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means.
- 1.12. **Control** of a corporation means having the power (directly or indirectly) to control more than 50% of the membership of the board of directors, more than 50% of the voting shares of the corporation, or otherwise direct or cause the direction of the management and policies of the corporation.
- 1.13. **DFAT** means the Australian Government's Department of Foreign Affairs and Trade.
- 1.14. **Default Event** means those events listed in clause 24.2.
- 1.15. **Deliverables** means the reports and any data or other material specified in Schedule 1 required to be delivered throughout the supply of the Services.
- 1.16. **Direction** means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by Tetra Tech International Development.
- 1.17. **FOI Law** means the Freedom of Information Act (Cth) 1982 and any similar legislation.
- 1.18. **Fraud** means any act of dishonestly obtaining a benefit or causing a loss by deception or other means including: theft; obtaining property, a financial advantage or any other benefit by deception; causing a loss, or avoiding or creating a liability by deception; providing false or misleading information, or failing to provide information where there is an obligation to do so; making, using or possessing forged or falsified documents; bribery, corruption or abuse of position; unlawful use of computers, vehicles, telephones and other property or services; divulging confidential information to outside sources; hacking into, or interfering with computer systems; any offences of a like nature to those listed above; and includes alleged, attempted, suspected or detected fraud including
- 1.19. **GST** means the tax imposed by the GST Law.

- 1.20. **GST Law** has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.21. **GST Rate** has the meaning attributed in the GST Law.
- 1.22. **Head Contract** means the Contract between Tetra Tech International Development and DFAT.
- 1.23. **Intellectual Property** means all intellectual property rights including copyright, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs and patents, and any other rights resulting from intellectual endeavour.
- 1.24. **Intellectual Property Rights** means all intellectual property rights, including:
- (a) patents, plant breeders' rights, copyright, rights in circuit layouts, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
  - (b) any application or right to apply for registration of any of the rights referred to in clause 14, but for the avoidance of doubt excludes moral rights and performers' rights.
- 1.25. **Laws** means all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders, and proclamations.
- 1.26. **Material** means any ideas, discoveries, inventions, information, data, compilations, records, designs, works, technology, software, methods, processes, formulas, names, logos or any other thing of any kind in which Intellectual Property Rights or other rights subsist.
- 1.27. **Modern Slavery** includes any conduct which constitutes modern slavery under any Modern Slavery Law, including without limitation slavery, human trafficking, servitude, forced labour and forced marriage.
- 1.28. **Modern Slavery Laws** means the Modern Slavery Act 2018 (Cth), the Modern Slavery Act 2018 (NSW), Divisions 270 and 271 of the Criminal Code 1995 (Cth), the Human Rights Act 2019 (Qld), and any other binding or non-binding guidelines issued by an entity or person so authorised under Modern Slavery Law, and anti-Modern Slavery laws or regulations in force in Australia or otherwise applicable to the Company or the Subconsultant from time to time with respect to reporting on or addressing the risks of modern slavery, including business operations and supply chains with respect to related purposes.
- 1.29. **Notice** means written notice and **notify** has a corresponding meaning.
- 1.30. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
- 1.31. **Personnel** means any subcontracted Service Providers, employees, agents and any other person employed or engaged by the Service Provider to perform any part of this Agreement and includes the Service Provider's Representative.
- 1.32. **Pre-Existing Service Provider Material** means any Material made available by the Service Provider for use in the provision of the Services that existed prior to Commencement Date or was developed independently from this Agreement.
- 1.33. **Prices** means the prices set out in or determined in accordance with schedule 2.
- 1.34. **Principal's Representative** means the person identified in schedule 2.
- 1.35. **Qualified Person/s** means the person/s referred in clause 4.3 and identified in schedule 2.

- 1.36. **Representative** means either of the persons nominated as the Service Provider's Representative and Tetra Tech International Development's Representative.
- 1.37. **Services** means the services specified in schedule 1.
- 1.38. **Service Provider** means the Party contracted to perform the Services under this Agreement.
- 1.39. **Service Provider's Representative** means the person identified in schedule 2.
- 1.40. **Specification** means any specifications for the Services in schedule 1.
- 1.41. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
- 1.42. **Third Party Material** means any material made available by the Service Provider for the purpose of the Agreement in which a third party holds Intellectual Property Rights.
- 1.43. **Variation** means a change to the Services.

## 2 INTERPRETATION

- 2.1 In this Agreement (unless the context requires otherwise):
- (a) the singular includes the plural;
  - (b) the plural includes the singular;
  - (c) a gender includes every other gender;
  - (d) words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
  - (e) a reference to a Party includes that Party's administrators, successors and permitted assigns;
  - (f) where the day on or by which something is to be done is not a Business Day, that thing may be done on or by the next Business Day;
  - (g) a reference to a clause, subclause, schedule or attachment is a reference to a clause, subclause, schedule or attachment of this Agreement;
  - (h) the words "clause" or "schedule" refer to a clause or schedule to this Agreement;
  - (i) a reference to a clause number includes its subclauses; and
  - (j) the word "or" is not exclusive.
- 2.2 This Agreement between the Parties comprises these standard terms and conditions and all the documents comprised in, and incorporated by reference to, the schedules. If any of the documents comprising this Agreement are inconsistent, they take priority in the following order:
- (a) the special conditions (if any) in schedule 1;
  - (b) these standard terms and conditions (excluding schedule 2); and
  - (c) schedule 2.

## 3 TERM

- 3.1 This Agreement commences on the Commencement Date and continues for the Term as set out in the Agreement Details in schedule 2 or until all obligations under this Agreement have been fulfilled, or this Agreement is terminated, whichever is earlier.

- 3.2 The Service Provider must commence provision of the Services on the Commencement Date and complete the provision of the Services as set out in the Agreement Details in schedule 2.
- 3.3 The Term of this Agreement may be extended as agreed between the Parties and subject to Agreement performance, availability of funding and DFAT approval.
- 3.4 **Delete if no extension provided.** The Service Provider grants to Tetra Tech International Development an option to extend the term of this Agreement for a period of up to XXXXX. Tetra Tech International Development may exercise the option by notifying the Service Provider in writing prior to the date of completion of the Services specified in clause 3.2. If Tetra Tech International Development exercises the option, the Service Provider must continue to provide the Services for the extended term on the terms and conditions contained in this Agreement. ]

## 4 SUPPLY OF GOODS

- 4.1 The Service Provider must:
- (a) supply the Goods described in schedule 1 in accordance with this Agreement;
  - (b) sell the Goods without encumbrance;
  - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
  - (d) comply with Tetra Tech International Development's reasonable directions and delivery instructions;
  - (e) if requested by Tetra Tech International Development, provide Tetra Tech International Development with material safety data sheets with respect to the Goods delivered;
  - (f) provide test evidence for the Goods if required; and
  - (g) if indicated in the Schedule, install the Goods on or before the Installation Date specified in the Schedule.
- 4.2 If the Service Provider cannot comply with any of its obligations under clause **Error! Reference source not found.**, the Service Provider must notify Tetra Tech International Development in writing immediately.
- 4.3 The Service Provider's cart notes must clearly show Tetra Tech International Development's Purchase Order number, (if the Purchaser provided a Purchase Order number to the Service Provider), and the cart notes must be provided with the Goods.
- 4.4 Tetra Tech International Development may accept the Goods by written notice to the Service Provider. If 14 calendar days have expired from the date of delivery of the Goods, and Tetra Tech International Development has not rejected the Goods, Tetra Tech International Development will be taken to have accepted the Goods. Any acceptance of the Goods under this clause does not prevent Tetra Tech International Development making a claim in respect of Defective Goods.
- 4.5 The Service Provider bears the risk in the Goods until Tetra Tech International Development has inspected and accepted the Goods pursuant to clause 4.4. Title and risk in the Goods will pass to Tetra Tech International Development upon Tetra Tech International Development's acceptance of the Goods.

## 5 SERVICES

- 5.1 The Service Provider must provide the Services described in the schedule 1 in accordance with the terms and conditions of this Agreement.
- 5.2 The Service Provider must either complete the Services by the Completion Date or provide the services at all agreed times during the Term, as specified in this Services Agreement. Tetra Tech International Development may inspect the performance and outcome of the Services at any time.
- 5.3 The Service Provider must either complete the Services by the Completion Date or provide the Services at all agreed times during the Term, as specified in this Agreement.
- 5.4 In providing the Services the Service Provider must:
- (h) comply with any reasonable Direction given by or on behalf of Tetra Tech International Development from time to time;
  - (i) comply with all policies procedures and directives of Tetra Tech International Development so far as they are made known to the Service Provider;
  - (j) comply with all applicable standards, laws and regulations;
  - (k) take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's employees;
  - (l) provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
  - (m) provide all labour, materials, plant and equipment necessary to perform the Service Provider's obligations under the Agreement;
  - (n) provide Tetra Tech International Development on request with written evidence of Work Cover and prescribed payments taxation registration (if applicable).
- 5.5 If the Services do not meet their purpose or are not in accordance with this Agreement, Tetra Tech International Development may by notice require the Service Provider to redo the Services at no additional cost to Tetra Tech International Development.
- 5.6 Where the Service Provider fails to:
- (a) remedy a defect in performance of the Services; or
  - (b) redo the Services within the time specified in a notice given by Tetra Tech International Development under clause 5.5;
- Tetra Tech International Development may arrange for the performance of the necessary work and recover the cost from the Service Provider.
- 5.7 The Service Provider acknowledges that if there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs, without limiting any other rights or remedies available to Tetra Tech International Development under this Agreement, DFAT may reduce funding available to Tetra Tech International Development in reference to this Agreement.
- 5.8 Upon reasonable notice being given by DFAT to Tetra Tech International Development, and Tetra Tech International Development to the Service Provider, of policy or funding decisions under clause 5.7, the Service Provider will negotiate with Tetra Tech International Development reasonably reduced Prices to be paid under this Agreement.

## **6 VARIATIONS**

- 6.1 Tetra Tech International Development may at any time direct the Service Provider to perform a Variation. All such Directions must be in writing and specify that they direct a Variation.

- 6.2 The Service Provider must not carry out a Variation unless directed to do so by Tetra Tech International Development.
- 6.3 Where the Service Provider proposes a Variation for its own convenience, it must provide all information reasonably required by Tetra Tech International Development. The Service Provider acknowledges that Tetra Tech International Development may approve or reject the proposed Variation at its sole discretion and is not required to have regard to the interests of the Service Provider when making its decision.
- 6.4 If the Service Provider considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, the Service Provider must promptly notify Tetra Tech International Development in writing setting out why the Service Provider considers the Direction requires a Variation. In that case the Service Provider must not comply with the Direction unless the Service Provider receives a written:
- (a) Direction specifying a Variation; or
  - (b) notice Tetra Tech International Development disagrees, stating its reasons.
- 6.5 If a notice is issued under clause 6.4(b), the Service Provider must comply with the Direction but may, within 20 Business Days, dispute Tetra Tech International Development's notice under clause 6.4(b) by giving notice under clause 25.
- 6.6 The Prices may be adjusted for each Variation. Unless the amount of the adjustment is agreed, the adjustment may be calculated by Tetra Tech International Development on the basis of applicable rates or fees in this Agreement or, if none, then reasonable rates or fees.
- 6.7 The Service Provider is not obliged to perform a Variation that is outside the general Scope of the Services.
- 6.8 The Service Provider agrees that no Variation will invalidate this Agreement.

## **7 DELIVERABLES**

- 7.1 If the Service Provider is to provide Deliverables then the details of the Deliverables (if any) set out in schedule 1, including the delivery dates and the form and content requirements, must be complied with by the Service Provider.
- 7.2 Title in the Deliverables will vest in Tetra Tech International Development on their delivery to Tetra Tech International Development.

## **8 OWNERSHIP AND RISK IN THE GOODS**

- 8.1 Title and ownership in Goods passes to Tetra Tech International Development upon acceptance, in accordance with clause 4.5.
- 8.2 The Service Provider bears the risk in the Goods until Tetra Tech International Development has inspected and accepted the Goods pursuant to clause 4.5.
- 8.3 Risk in the Goods passes to Tetra Tech International Development when the Goods are delivered to the Delivery point.

## **9 ACCEPTANCE OF THE GOODS**

- 9.1 During the compliance Test Period Tetra Tech International Development may perform Compliance Tests.
- 9.2 If the Goods fail a Compliance Test:



- (a) Tetra Tech International Development must provide written notice of the non-compliance (“Non Compliance Notice”); and
  - (b) The Service Provider must provide (and install if applicable) replacement Complying Goods within the Replacement Period.
- 9.3 If the Service Provider provides replacement Goods, Tetra Tech International Development may perform Compliance Tests on the replacement Goods in accordance with clause 9.
- 9.4 Tetra Tech International Development must accept the Goods when satisfied that the Goods are Complying Goods.
- 9.5 On acceptance, Tetra Tech International Development must provide the Service Provider with a written acceptance notice that includes the Acceptance Date.
- 9.6 Tetra Tech International Development will be taken to have accepted the Goods supplied if Tetra Tech International Development does not issue a Non- Compliance Notice within 14 calendar days of the expiry of the Compliance Test Period.
- 9.7 If the Goods fail the Compliance Test and the Service Provider does not provide replacement Complying Goods pursuant to clause 9, Tetra Tech International Development may terminate this Agreement, and the Service Provider must remove the Goods from the Delivery point. If the Service Provider does not remove the Goods, Tetra Tech International Development may (but is not obliged to):
- (a) fix the Goods itself or contract with any other person to fix the Non-Complying Goods so that they become Complying Goods and the Service Provider must reimburse Tetra Tech International Development for all costs incurred in fixing the Goods;
  - (b) return the Goods to the Service Provider (at the Service Provider’s cost);
  - (c) move the Non- Complying Goods to a storage place (at the Service Providers’ cost); or dispose of the Goods at Tetra Tech International Development’s discretion.

## **10 WARRANTY PERIOD**

- 10.1 The Warranty Period is as stated in schedule 2 and starts on the Acceptance Date.
- 10.2 If, in Tetra Tech International Development’s reasonable opinion, the Goods fail to comply with any of the Service Providers Warranties in clause 11 during the Warranty Period, Tetra Tech International Development may perform a Compliance Test at the Service Provider’s cost.
- 10.3 If the Goods fail any such Compliance Test:
- (a) Tetra Tech International Development must issue a Non- Compliance Notice; and
  - (b) at Tetra Tech International Development’s election, the Service Provider must provide (and install if applicable) replacement complying Goods within the Replacement Period or refund the Price.
- 9.4 If the Service Provider provides replacement Goods, Tetra Tech International Development may perform Compliance Test on the replacement Goods in accordance with clause 9.

## **11 SERVICE PROVIDER’S WARRANTIES**

- 11.1 The Service Provider warrants that the Goods:
- (a) are new (unless otherwise specified);

- (b) conform with any description applied and any sample provided by the Service Provider;
  - (a) conform with the Specifications;
  - (b) conform to the Service Provider's technical specifications;
  - (c) meet the Performance Criteria in schedule 2;
  - (d) are free from defects in materials, manufacture, workmanship and installation;
  - (e) conform to any legally applicable Australian standards or other standards nominated in this Agreement;
  - (f) are of merchantable quality;
  - (g) are installed correctly (if the Service Provider is responsible for installation); and
  - (h) are fit for their intended purpose.
- 11.2 The Service Provider warrants that it has good and unencumbered title to the Goods.
- 11.3 The Service Provider warrants that the Goods are manufactured and supplied without infringing any person's intellectual Property Rights.
- 11.4 The Service Provider warrants that the Services will:
- (a) be provided in full, with due care and skill;
  - (b) be provided to a professional standard and in a timely manner;
  - (c) be provided in the most cost-effective manner and using suitable materials;
  - (d) be complete and in accordance with the description in this Agreement;
  - (e) be performed by the Service Provider and/or its Personnel; and
  - (f) be performed to the Specification (if any).
- 11.5 The Service Provider must ensure that Tetra Tech International Development receives the full benefit of any manufacturer's warranties in respect of the Goods.

## **12 DEFECTIVE GOODS**

- 12.1 If a Good is a Defective Good, then at Tetra Tech International Development's election:
- (a) The Service Provider must replace the Defective Good within 14 calendar days (or such other time as is agreed) from notification by Tetra Tech International Development under this clause; or
  - (b) The Service Provider must refund the Price paid for the Good within 30 calendar days from notification by Tetra Tech International Development under this clause, and notwithstanding any other provision, Tetra Tech International Development is not liable to pay for the defective Good.

## **13 SERVICE PROVIDER'S RELATIONSHIP AND CONDUCT**

- 13.1 The Service Provider must:
- (a) supply the Goods in a manner that complies with all laws and codes applicable to the Service Provider's provision of the Goods;
  - (b) conduct itself in a manner that does not invite, directly or indirectly, Tetra Tech International Development's officers, employees or agents to behave unethically, to

prefer private interests over Tetra Tech International Development's interests or to otherwise contravene the Code of Ethics for the Australian Government; and

- (c) ensure that its Personnel observe and comply with the provisions of this Agreement.
- 13.2 Nothing in the Services Agreement (including these Conditions) constitutes a relationship of employer and employee, principal and agent, or partnership between Tetra Tech International Development and the Service Provider.
- 13.3 The Service Provider acknowledges that the Services Agreement (including these Conditions) do not give the Service Provider or the Service Provider's employees authority to bind Tetra Tech International Development.
- 13.4 The Service Provider must not and must ensure that the Service Provider's employees do not, directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of Tetra Tech International Development.

## **14 SERVICE PROVIDER'S REPRESENTATIONS**

- 14.1 The Service Provider represents that prior to entering this Agreement it has made such enquiries and examined such information as it considers necessary to satisfy itself:
- (a) as to the nature, scope extent and degree of difficulty of the Services to be performed by it pursuant to this Agreement;
  - (b) as to its ability to supply the Goods to a high standard and within the time specified in this Agreement; and
  - (c) as to the availability of suitably qualified and experienced personnel, and all other facilities and information which it is required to provide for the purpose of supplying the Goods.

## **15 DEFECTIVE DELIVERY**

If in Tetra Tech International Development's reasonable opinion the Service Provider has failed to comply with this Agreement in supplying the Goods, Tetra Tech International Development may give written notice to the Service Provider, and the Service Provider must, within 14 calendar days of Tetra Tech International Development's notice, either rectify the non-compliance or, where the non-compliance cannot be rectified, re-supply the Goods.

## **16 NO MINIMUM PURCHASE**

Tetra Tech International Development is under no obligation to purchase a minimum quantity of Goods or Services from the Service Provider during the Term.

## **17 NON-EXCLUSIVITY**

- 17.1 This Agreement is entered into on a non-exclusive basis.
- 17.2 Tetra Tech International Development may purchase other Goods and Services similar to the Goods and Services in this Agreement from other providers.

## **18 PRICE**

- 18.1 In consideration for the supply of the Goods, Tetra Tech International Development will pay the Prices.

- 18.2 The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.
- 18.3 The Prices include all costs of compliance with the Service Provider's obligations under this Agreement. No other costs or expenses are payable by Tetra Tech International Development.

## **19 TERMS OF PAYMENT**

- 19.1 The Service Provider must submit to Tetra Tech International Development correctly rendered invoices.
- 19.2 An invoice will be correctly rendered if:
- (a) it complies with the requirements of this Agreement; and
  - (b) if appropriate and required by Tetra Tech International Development, it is accompanied by documentation substantiating the amount claimed.
- 19.3 Unless this Agreement states otherwise, Tetra Tech International Development will pay for the Goods or Services within 30 days after:
- (a) completion of the Services;
  - (b) Supply of Goods; or
  - (c) receipt of a correctly rendered invoice for the Services;
- whichever occurs later.
- 19.4 A payment by Tetra Tech International Development to the Service Provider is not an admission of liability.

## **20 INTELLECTUAL PROPERTY RIGHTS**

- 20.1 The Service Provider must not infringe the Intellectual Property Rights of any person in performing its obligations under this Agreement.
- 20.2 All intellectual property created under the Services Agreement and relating to the Services is, from the time of creation of the right, owned by Tetra Tech International Development.
- 20.3 The Service Provider indemnifies Tetra Tech International Development, its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other Intellectual Property Rights, by reason of Tetra Tech International Development receipt or enjoyment of the Service.

## **21 INDEMNITY**

- 21.1 The Service Provider indemnifies, and undertakes to keep indemnified, Tetra Tech International Development 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 Tetra Tech International Development arising out of or in respect of:
- (a) any negligence, wrongful act or omission or breach of duty by the Service Provider or any of its Personnel;
  - (b) any breach of a warranty given under this Agreement; or
  - (c) any Default Event or breach by the Service Provider of any of the provisions of this Agreement.

21.2 The Service Provider's liability to indemnify Tetra Tech International Development under this clause 21 will be reduced proportionately to the extent that Tetra Tech International Development's negligent acts or omissions contributed to the relevant loss or liability indemnified.

21.3 This clause will survive termination of this Agreement.

## **22 INSURANCE**

22.1 The Service Provider must effect and maintain all insurance policies set out in schedule 2.

22.2 The policies referred to in schedule 2 must be in the name of the Service Provider and must be adequate to cover the Service Provider and all subcontracted Services for their respective rights, interests and liabilities.

22.3 Before supplying Goods under this Agreement, the Service Provider must provide Tetra Tech International Development with insurance certificates of currency for the insurances required under this clause. At any time during the Term, Tetra Tech International Development may require the Service Provider to provide proof that the policies of insurance are current.

22.4 Tetra Tech International Development, in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.

22.5 The Service Provider acknowledges and agrees that it is the Service Provider's responsibility to assess and consider the risks and scope of insurances required under this Agreement.

## **23 FORCE MAJEURE**

23.1 Force Majeure means an event or circumstance which prevents a Party ("the Affected Party") from complying with any of its obligations under this Agreement and which that the Affected Party:

- (a) did not cause;
- (b) cannot control or influence; and
- (c) cannot prevent or avoid through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.

23.2 The Affected Party must notify the other Party if the Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.

23.3 The Affected Party's rights and obligations will be suspended to the extent and for so long as the performance of the Affected Party's rights and obligations are prevented or delayed by the Force Majeure.

23.4 The Affected Party must keep the other Party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this Clause.

23.5 The Affected Party must recommence performance of its obligation as soon as possible without delay after the Force Majeure has ceased to exist.

## **24 TERMINATION**

24.1 At any time after a default event occurs Tetra Tech International Development may terminate this Agreement with immediate effect by giving notice in writing to the Service Provider.

- 24.2 A default event will be taken to have occurred if any of the following events occurs:
- (a) the Service Provider fails to supply the Goods within 14 calendar days of the Delivery Date;
  - (b) the Service provider fails to start providing the Services by the Commencement Date;
  - (c) the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date;
  - (d) the Service Provider fails to complete the Services by the Completion Date;
  - (e) the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Agreement;
  - (f) the Service Provider fails to:
    - (i) provide and pay for appropriate insurance as required by clause 22; or
    - (ii) provide Tetra Tech International Development with proof of appropriate insurance upon request by Tetra Tech International Development as required by clause 22;
  - (g) the Service Provider breaches any other provision of this Agreement (including these Conditions) and fails to remedy the breach within 30 days after receiving written notice requiring that to be done;
  - (h) any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
  - (i) the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
  - (j) the Service Provider ceases to carry on business; or
  - (k) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Service Provider's assets or business.

24.3 Where, before termination of this Agreement under this clause 24, Tetra Tech International Development has made payment to the Service Provider in advance of Services performed or Goods delivered, the Service Provider must on termination repay that amount to Tetra Tech International Development. If not so paid, the amount is recoverable by Tetra Tech International Development from the Service Provider as a debt.

- 24.4 If this Agreement is terminated under this clause 24:
- (a) the Parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
  - (b) rights to recover damages are not affected; and
  - (c) the Service Provider indemnifies Tetra Tech International Development in respect of any additional cost Tetra Tech International Development may incur in purchasing similar services from alternative suppliers.

## **25 TERMINATION FOR CONVENIENCE**

25.1 If there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Tetra Tech International Development, terminate or reduce the scope of the Head Contract.

- 25.2 Without limiting Tetra Tech International Development's rights under this Agreement, at law or in equity, Tetra Tech International Development's rights under this clause 25.2 include the discretion to terminate or reduce the scope of this Agreement if DFAT determines that the continuation of this Agreement, or the continuation of a program or initiative for the purposes of which this Agreement was entered into, does not support the achievement of value for money by DFAT.
- 25.3 The Parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Agreement by the Service Provider and due to circumstances beyond the Service Provider's and Tetra Tech International Development's control.
- 25.4 If Tetra Tech International Development terminates this Agreement under this clause 25, Tetra Tech International Development will only be liable to the Service Provider for the following loss or damage incurred as a direct consequence of termination of this Agreement to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- (a) fees and any Reimbursable Costs, as payable under schedule 2 (Agreement Details) for Goods and/or Services provided before the effective date of termination (on a pro-rata basis, if applicable); and
  - (b) excluding all other loss or damage, including the cost of redundancies, the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.
- 25.5 Tetra Tech International Development is not obliged to make any further payments to the Service Provider (whether under this Agreement, at law or in equity) if Tetra Tech International Development exercises its rights in clause 25.2 except as expressly provided under this clause 25.

## **26 CONFIDENTIALITY**

- 26.1 Subject to laws requiring the disclosing of information or documents, the Parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, are confidential as between the Parties and neither Party will without the prior written consent of the other disclose any of the Confidential Material to any third Party.
- 26.2 Neither Party, nor their Personnel may disclose, use or make public the Confidential Information of the other Party (or Confidential Information disclosed by or on behalf of the other) unless required by law, necessary for legal proceedings, provided with the written consent of the relevant Party, or required to manage this Agreement. If the Confidential Information is required to be disclosed under this clause 26.2, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 26.3 If a Party is required to disclose Confidential Information by law or for legal proceedings, the disclosing Party must provide reasonable notice to the other Party.

## **27 GOVERNING LAW AND JURISDICTION**

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.

## **28 PRIVACY**

- 28.1 The Service Provider 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 Services, agrees to:
- (a) comply with the Australian Privacy Principles as they apply to Tetra Tech International Development, including:
    - (i) to use or disclose personal information only for the purposes of this Agreement;
    - (ii) 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;
    - (iii) comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
  - (b) not do any act, or engage in any practice that would, if done in or engaged in by Tetra Tech International Development, breach the Australian Privacy Principles;
  - (c) comply with any reasonable request or direction of Tetra Tech International Development or the Privacy Commissioner in relation to access to, or handling of, personal information;
  - (d) immediately notify Tetra Tech International Development 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
  - (e) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause and notify Tetra Tech International Development of that investigation and outcome.
- 28.2 The Service Provider agrees to indemnify Tetra Tech International Development in respect of any loss, liability or expense suffered or incurred by Tetra Tech International Development which arises directly from a breach by the Service Provider of any obligations referred to in this clause.

## **29 TAXES**

- 29.1 Unless otherwise indicated, the amount payable under this Agreement for each supply of Services under this Agreement is the value of that supply plus any GST imposed under the GST Act. Payment by Tetra Tech International Development to the Service Provider of the GST is subject to the Service Provider providing Tetra Tech International Development with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.
- 29.2 The total amount of GST payable by the Service Provider, and for which the Service Provider seeks payment from Tetra Tech International Development in respect of the supply must be shown as a separate item on the Service Provider’s Tax Invoice.

## **30 DISPUTE RESOLUTION**

- 30.1 If a dispute arises under this Agreement, prior to commencing any arbitration or court proceedings (other than for interlocutory relief or where an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Service Provider, or Tetra Tech International Development is exercising a right to terminate) the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:



- (a) the Party claiming that there is a dispute must give the other a written notice in accordance with clause 25 setting out the nature of the dispute;
- (b) within 10 Business Days following notice, attempt to resolve the dispute through direct negotiation between the Service Provider Representative and Tetra Tech International Development Representative;
- (c) if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further 10 Business Days or any other agreed period;
- (d) if still unresolved, the Parties have 30 Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
- (e) if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further 30 Business Days, then either Party may commence legal proceedings.

30.2 Notwithstanding an existing dispute between the Parties, or that legal proceedings are pending or current, and subject to clause 13, the Service Provider and its Personnel must continue to comply with its obligations under this Agreement.

## **31 NOTICES**

31.1 A notice given under this Agreement:

- (a) must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out in schedule 1, and sent to that person's relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia), or by email to the person's email address; and
- (b) will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day after posting (or seventh if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.

## **32 COUNTER-TERRORISM**

32.1 The Service Provider must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:

- (a) organisations and/or individuals associated with terrorism, and
- (b) organisations and individuals for whom Australia has imposed sanctions under:
  - (i) the Charter of the United Nations Act 1945 (Cth) and regulations made under that Act;
  - (ii) the Autonomous Sanctions Act 2011 (Cth) and regulations made under that Act; or
  - (iii) the World Bank List or a Relevant List.

## **33 FRAUD**

33.1 The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.

- 33.2 The Service Provider must ensure that its Personnel are responsible and accountable to the Service Provider for preventing and reporting any Fraud as part of their routine responsibilities.
- 33.3 If the Service Provider becomes aware of a Fraud, it must report the matter to Tetra Tech International Development in writing as soon as reasonably possible. The written report to Tetra Tech International Development must be signed by a Service Provider authorised person and must include the following (where known):
- (a) name of any Personnel (including any subcontractors) involved;
  - (b) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
  - (c) the names of the suspected offender(s) (where known);
  - (d) details of witnesses;
  - (e) copies of relevant documents;
  - (f) references to any relevant legislation;
  - (g) a nominated contact officer;
  - (h) 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
  - (i) the current status of any inquiries commenced by the Service Provider.

#### **34 ANTI – CORRUPTION**

- 34.1 The Service Provider 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.
- 34.2 Any breach of this clause 34 will entitle Tetra Tech International Development to issue a notice under clause 24 to terminate this Agreement immediately.

#### **35 MODERN SLAVERY**

- 35.1 The Service Provider warrants and agrees that:
- (a) it has not engaged, and will not engage, in any Modern Slavery practices;
  - (b) it complies with and will continue to comply with Modern Slavery Laws;
  - (c) it has investigated the risk of Modern Slavery within its operations, and those of its supply chain;
  - (d) it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and, where required, remediation programs;
  - (e) it will, as soon as possible, notify the Company in writing of any confirmed instances of Modern Slavery arising directly or indirectly in relation to this Agreement or the Project and the actions undertaken by it to remedy the issue;
  - (f) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 35.1(a) to (e).
- 35.2 The Service Provider must comply (and ensure that its subcontractors comply) with any requests made by the Company to provide any assistance, information, documents or interview

any person as required by the Company to enable the Company to discharge any obligations arising under the Modern Slavery Laws.

**35.3** The Service Provider indemnifies the Company against all actions, claims, demands and proceedings against the Company, and all losses, damages, costs, expenses and other liabilities suffered or incurred by the Company, arising from any failure by the Service Provider to comply with its obligations under this clause 35.

## **36 WORK HEALTH AND SAFETY**

36.1 In Carrying out the Services the Service Provider must:

- (a) comply, and ensure that any subcontractor, subconsultant comply, with all Legislative Requirements, codes of practice, standards and policies and other requirements of this Agreement in respect of work health and safety;
- (b) ensure so far as is reasonably practicable, the health and safety of workers engaged, or caused to be engaged by the Service Provider, and workers whose activities in carrying out work are influenced or directed by the Service Provider, while the workers are at work;
- (c) ensure so far as is reasonably practicable, that the health and safety of other persons is not put at risk;
- (d) comply with its duty under the WHS Legislation to consult with workers who carry out work for the Service Provider (or are likely to be) directly affected by a work health and safety matter; and
- (e) comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter.

## **37 PUBLICITY**

The Service Provider may not make media or other announcements or releases relating to this Agreement without Tetra Tech International Development's prior written approval except to the extent that the announcement or release is required to be made by law.

## **38 NOVATION, ASSIGNMENT AND SUBCONTRACTING**

38.1 Under the Head Contract between DFAT and Tetra Tech International Development, DFAT has the right of substitution to further novate this Agreement to another managing contractor. The Service Provider, by entering into this Agreement for the provision of the Services, acknowledges that this Agreement can be novated and it does not create any contractual relationship between DFAT and the Service Provider.

38.2 The Service Provider is permitted to subcontract any part of the Services but remains responsible for delivery of the Services.

38.3 Where the Service Provider subcontracts any part of the Services, the work undertaken by the Services Provider's Personnel must be performed to the same standards as stated in this Agreement.

38.4 Subcontracting does not relieve the Service Provider of any obligation under this Agreement.

38.5 The Service Provider is liable to Tetra Tech International Development for the acts and omissions of any subcontracted Personnel as if they were the acts or omissions of the Service Provider.

38.6 The Service Provider must not assign or attempt to assign any rights under this Agreement without Tetra Tech International Development's written consent.

## **39 PERFORMANCE ASSESSMENT**

39.1 The Service Provider acknowledges and agrees that DFAT may issue a Service Provider performance assessment in relation to this Agreement.

39.2 The Service Provider agrees that DFAT or Tetra Tech International Development may issue:

- (a) a Service Provider performance assessment; or
- (b) Service provider key personnel performance assessments, in relation to the Agreement

39.3 The Service Provider will sign and return the Service Provider performance assessment together with any response within 15 days of receipt and will ensure that the Service Provider personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

## **40 COMPLIANCE WITH DFAT AND TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES**

40.1 The Service Provider must ensure that it, and its Personnel, **comply** with DFAT policies and guidance as identified on the DFAT website: <https://www.dfat.gov.au/aid/australias-development-program>, including:

- a) the [Disability Inclusive Strategy](#);
- b) the [Child Protection Policy](#);
- c) the [Preventing Sexual Exploitation, Abuse and Harassment Policy](#);
- d) the [Family Planning and the Aid Program: Guiding Principles](#);
- e) the [Environment Protection Policy](#);
- f) the [Displacement and Resettlement of People in Development Activities Policy](#);
- g) the [Gender Equality and Women's Empowerment Policy](#);
- h) the [Guidelines for preparing Accessible Content](#);
- i) the [Anti-Corruption Policy](#);
- j) the [Counterterrorism Policy](#);
- k) the [Fraud Control Policy](#);
- l) the [Commonwealth Procurement Rules and Guidelines](#);
- m) the [Commonwealth Grant Rules and Guidelines](#); and
- n) the Tetra Tech International Development Code of Conduct and Client Service Standards.

40.2 The Service Provider will sign the Code of Conduct and Client Service Standards as attached at schedule 4.

## **41 NOTIFICATION TO TETRA TECH INTERNATIONAL DEVELOPMENT**

41.1 The Service Provider must immediately notify Tetra Tech International Development if the Service Provider, including its Personnel is:

- (i) subject to a change in Control of its legal entity;
- (ii) on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;

(iii) subject to any proceedings or informal process that could lead to listing on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;

(iv) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;

(v) temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or

(vi) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.

41.2 The Service Provider must inform Tetra Tech International Development immediately if the Service Provider becomes aware of any issue that may affect its performance of, or compliance, with this Contract.

**EXECUTED** as an Agreement

**SIGNED for and on behalf of Tetra Tech International Development Pty Ltd by:**

\_\_\_\_\_  
**Name (Print)**

\_\_\_\_\_  
**Name of Witness (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**SIGNED for and on behalf of [Service Provider] by:**

\_\_\_\_\_  
**Name (Print)**

\_\_\_\_\_  
**Name of Witness (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## SCHEDULE 1

### SCOPE OF SERVICE – DESCRIPTION OF GOODS - DELIVERABLES

*The items in grey are indicative requirements to help you populate the Schedule.*

*Not all may be required and other information may need to be added*

Provide a summary description of the desired range and type of goods and/or services that are required.

Identify what the supplier is **not** required to do or explain what might otherwise normally be considered to be part of the requirement.

Describe any unique or pertinent factors about the conditions/environment which can affect the design or performance of the offered solution/ methodology.

If there are limitations imposed by users of the goods and/or services, explain what those limitations are.

Describe in detail the functional, technical and performance requirements of the goods and/or services to be procured.

Describe the various **services** (all of the tasks, activities and overall work (including deliverables) that are described in or reasonably inferred by the contract) and **deliverables** (the reports, documents and other items that the supplier will develop and deliver/hand over to Tetra Tech International Development as a requirement of the contract). i.e. Maintenance manual or operating instructions must be in English.

Specify the proposed delivery schedule, including commencement date, milestones, completion of deliverables, and a completion date.

It may be appropriate to define some dates as indicative and others as set dates, depending on the requirements of the procurement.

Consideration should be given to whether there are any critical time frames, key dates or periods of time that the supplier must be able to service or meet.

Explain the proposed location or locations where the contract goods/services are required to be delivered.

Ensure requirements are addressed before and at the time of contract commencement including:

- if there is an incumbent supplier, how you propose the incumbent will transition out and the new supplier will transition in
- specifying the responsibilities and transitioning in tasks of the supplier and Tetra Tech International Development
- the requirement for detailed implementation plans and the trigger for this activity
- the transfer or purchase of assets, equipment or materials
- the leasing of office space or
- the recruitment or training of staff.

Ensure requirements are addressed at the end of the contract including:

- a description of how you propose to transition to a new supplier at the end of the contract
- the development and submission of detailed disengagement plans and the trigger for this activity
- the finalisation of reports
- handover of documents and data / intellectual property
- the return of loaned items or unused materials
- the return by the supplier of any electronic/hard copies of contract documentation, or confidential documentation relevant to the provision of the contract

- the return of any premises, infrastructure in equivalent condition to when it was handed over
- confirmation of relevant and approved archiving or document destruction practices.

Refer to other documents in order to avoid duplicating content from some or all of those documents. Include a clear list of each document and their location. Make sure that you clearly specify the name of the document and where a copy can be obtained.



## SCHEDULE 2

<b>SERVICE PROVIDER:</b>	
<b>PROJECT:</b>	
<b>COMMENCEMENT DATE:</b>	
<b>COMPLETION DATE:</b>	
<b>LOCATION / DELIVERY ADDRESS:</b>	

### PRICES:

The total amount payable for the Goods and/or Services will not exceed the sum of up to: AUD XXXXX excluding GST. Tetra Tech International Development is not be liable for any costs or expenditure incurred by the Service Provider in excess of this amount, unless previously approved by Tetra Tech International Development via a contract variation.

### PAYMENTS:

How is it going to be paid?

On delivery

% up front then on delivery

### CLAIMS FOR PAYMENT:

The Service Provider claims for payment must be submitted when due pursuant to this schedule in a form identifiable with the Services.

All claims for payment must include a certification by a duly authorised representative:

- i. that the invoice has been correctly calculated;
- ii. that the services included in it have been performed in accordance with this agreement.

All claims for payment must be made to:

XXXX

Senior Project Manager

Tetra Tech International Development

33 Richmond Road Keswick SA 5035

Email: @tetrattech.com

Tetra Tech International Development need not pay an amount that is disputed in good faith by Tetra Tech International Development until the dispute is resolved.

#### **PERFORMANCE CRITERIA:**

If required Specify the key 3 or 4 performance indicators (KPIs) for the procurement. Ensure that these KPIs are:

- S - specific
- M - measurable
- A - achievable
- R - relevant
- T - time bound - or delete

#### **WARRANTY PERIOD:**

#### **INSURANCE POLICIES REQUIRED: [DELETE OR AMEND AS APPLICABLE WITH REFERENCE TO HEAD CONTRACT AND SCOPE OF SERVICES]**

- a. Public Liability insurance with a limit of at least AUD 20 million for each and every claim which covers loss of, or damage to, or loss of use of any real or personal property and/or any personal injury to, illness or death of any person arising from the performance of the Service;
- b. Motor Vehicle third party property damage insurance;
- c. Lawful and adequate Workers' Compensation insurance which:
  - i. Fully insures the Service Provider for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law;
  - ii. Is effected in the Partner Country as well as every state or territory in Australia where its Personnel normally reside or in which their contract of employment was made; and
  - iii. Where possible at law, extends to indemnify Tetra Tech International Development as principle for Tetra Tech International Development's liability to persons engaged by the Service Provider.
- d. Adequate property insurance covering any material created under this Letter of Agreement, Supplies and the reinstatement of Data while in the care, custody or control of the Service Provider for its full replacement value;
- e. Adequate Professional Indemnity insurance to cover the Service Provider's obligations under this Letter of Agreement. The Service Provider must maintain the necessary insurance for the term of this Letter of Agreement and until the expiration of 3 years after the end of the Term or an earlier termination;
- f. Adequate medical and dental insurance for its Personnel who are engaged outside their country of permanent residence; and

g. Adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.

## **REPRESENTATIVES**

### **Tetra Tech International Development's Representative**

Name:

Position:

Telephone:

Email:

### **Service Provider's Representative**

Name:

Position:

Telephone:

Email:



**SCHEDULE 3**  
**SERVICE PROVIDER'S PROPOSAL**

[Enter text here ]

## SCHEDULE 4

# Tetra Tech International Development

## Code of Conduct and Client Service Standards

### Purpose

The purpose of a Code of Conduct and Client Service Standards is to provide a framework for decisions and actions in relation to our employees' conduct both in employment and as Tetra Tech International Development representatives in front of our clients. It underpins our commitment to a duty of care to all Employees, stakeholders and clients receiving our services. The document explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour and client service expected from Employees.

It is important for Tetra Tech International Development staff and team members to understand that its clients are contracting and paying Tetra Tech International Development to be a professional, responsive, and proficient contractor. In this context, Tetra Tech International Development staff and team members are not to approach clients for solutions or additional inputs for every problem, rather they should be able to identify and quickly address and solve problems in activity management.

### Scope

This policy applies to all Employees of Tetra Tech International Development and all of its subsidiaries and related entities.

This policy applies in respect of conduct which relates to or is connected with, in any way, work with a Tetra Tech International Development company, or in connection with a Tetra Tech International Development Group Company provided benefit. This includes, but is not limited to, Employees who are:

- On Company premises
- While on duty in any place where Employees of any Tetra Tech International Development company are working
- Representing a Tetra Tech International Development company
- At a work function organised by a Tetra Tech International Development company
- Travelling for business related purposes.

### Definitions

"Company Premises" means any place or thing used by any Tetra Tech International Development company in the course of conducting its business (whether or not owned by or within the exclusive control of a Tetra Tech International Development company) including, but not limited to:

- (a) vehicles
- (b) offices
- (c) car parks
- (d) client worksites
- (e) demountables
- (f) workshops
- (g) warehouses
- (h) kitchens.

“Employees” means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Tetra Tech International Development Group Company.

## **Responsibilities**

### ***Managers and Supervisors***

Managers and supervisors are responsible and accountable for:

- Undertaking their duties and behaving in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

### ***Employees***

All Employees are responsible for:

- Undertaking their duties in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- Reporting suspected corrupt conduct
- Reporting any departure from the Code of Conduct and Client Service Standards by themselves or others.

## **Code of Conduct**

Tetra Tech International Development is a complex organisation, which involves a diversity of relationships. These relationships may be defined by differences in power, status, cultural diversity, organisational structures, contracting relationships, differing country laws, labour laws, international relationships and or national governments. It is essential in such a community that all Employees recognise and respect not only their own rights and responsibilities but also the rights and responsibilities of other members of the community and those of Tetra Tech International Development.

Tetra Tech International Development also recognises that many of their professional employees are also bound by codes of conduct or ethics defined by learned or professional societies or groups. It is recognised that these codes are not always in harmony. It is an obligation of an Employee to weigh the importance of these codes in each particular set of circumstances and notify an appropriate officer of Tetra Tech International Development where such conflict may arise.

### ***Personal and Professional Behaviour***

You should not behave in a way which has the intent or effect of offending or embarrassing other Employees or the public in a manner contrary to legislative requirements.

When carrying out your duties, you will:

- Obey any lawful direction from a person who has the authority to give the direction. If you have a dispute about carrying out a direction you may appeal to your senior manager.
- Behave honestly and with integrity. You will avoid behaviour that could suggest that you are not following these principles. This will include a duty to report other Employees who are behaving dishonestly.
- Make sure that you carry out your work efficiently, economically and effectively as you are able and that the standard of your work reflects favourably on yourself and the company.
- Follow the policies of the company in all aspects of work to achieve outcomes that are socially responsible and sustainable.

- Treat Employees, clients and stakeholders with respect.
- Maintain individuals' rights to privacy and undertake to keep personal information in confidence.
- Do not use, possess or distribute pornographic or offensive materials.
- Comply with all national and international laws.
- When representing the Company in public forums:
  - Employees at all levels represent the Company in the course of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
  - Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
  - Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

### ***Conflict of Interest***

Potential for conflict of interest arises when it is likely that you could be influenced, or it could be perceived that you are influenced by a personal interest when carrying out your duties. Conflicts of interest that lead to biased decision making may constitute corrupt conduct.

Some situations that may give rise to a conflict of interest include situations where you have:

- Financial interests in a matter the company deals with or you are aware that your friends or relatives have a financial interest in the matter
- Directorships/Management of outside organisations
- Membership of Boards of outside organisations
- Personal relationships with the people the company is dealing with which go beyond the level of a professional working relationship
- Secondary employment, business, commercial, or other activities outside of the workplace which impacts on clients and/or Employees of the company
- Involvement in party political activities
- Access to information that can be used for personal gain.

You may often be the only person aware of potential for conflict. Therefore, it is your responsibility to avoid any financial or other interest that could compromise your ability to perform your duties impartially. It is also your responsibility to report any potential or actual conflicts of interest to your manager.

If you are uncertain whether a conflict exists, you should discuss that matter with your manager and attempt to resolve any conflicts that may exist.

You must not submit or accept any bribe, or other improper inducement. Any advances of this nature are to be reported to senior management. If you are dealing with, or having access to, sensitive information, you should be particularly alert to inappropriate attempts to influence you.

### ***Outside employment/other external business activities***

If you work full time for the company and you wish to engage in paid employment/other business activities (including participation in family company) outside your official duties, you are required to seek the approval of your manager and Human Resources. The approval should not be unreasonably withheld. However, if there is any real or potential conflict of interest the duties of your position with the company must come first.

If you work for the company on a part time or casual basis, you are required to advise your manager and Human Resources of any real or potential conflict of interest between your employment for the company and any other employment.



The company can request the details of any other employment in the event of allegations of conflict of interest.

### ***Public Comment***

Individuals have a right to give their opinions on political and social issues in their private capacity as members of the community.

Employees must not make official comment on matters relating to the company unless they are:

- Authorised to do so by the Managing Director and CEO
- Giving evidence in court
- Otherwise authorised or required to by law.

Employees cannot release the contents of unpublished or privileged knowledge unless they have the authority to do so.

### ***Use of Company Resources***

Employees must ensure responsible management and security in the use of Tetra Tech International Development resources and any resources managed by them for or on behalf of others.

Requests to use company resources outside core business time should be referred to management (or person authorised to handle such matters), for approval.

If Employees are authorised to use company resources outside core business times, they must take responsibility for maintaining, replacing, and safeguarding the property and following any special directions or conditions which apply. Company resources can include equipment, typing facilities, photocopiers, computers, tools, motor vehicles etc.

Employees using company resources **without** obtaining prior approval could face disciplinary and/or criminal action. Company resources are not to be used for any private commercial purposes (e.g. for 'profit' purposes) under any circumstances.

### ***Security of Information***

Employees are to make sure that confidential and sensitive information in any form (e.g. documents, computers files) cannot be accessed by unauthorised persons. Sensitive material should be securely stored overnight or when unattended.

Employees must ensure that confidential information is only discussed with people who are authorised to have access to it. It is considered a serious area of misconduct to deliberately release confidential documents or information to unauthorised persons and may incur disciplinary action.

### ***Intellectual Property / Copyright***

The term 'intellectual property' includes the rights relating to scientific discoveries, industrial designs, trademarks, service marks, commercial names and designations, and inventions.

Tetra Tech International Development is the owner of intellectual property created by Employees in the course of employment unless a specific prior agreement has been made. Employees must clarify the intellectual property position before making any use of that property.

### ***Discrimination, Harassment and Workplace Bullying***

Employees must not harass, discriminate against, or support others who harass and discriminate against colleagues or members of the public on the grounds of sex, pregnancy, marital status, age, race (including their colour, nationality, descent, ethnic or religious background), physical or intellectual impairment, homosexuality, or transgender. Employees also must not participate in any form of workplace bullying or support others who do so.

Any employee who uses any of Tetra Tech International Development's resources to perpetrate harassment or domestic violence (e.g. use of work phones, use of cars, use of workspaces etc.) will be subjected to disciplinary processes, which may include termination of their employment.

Managers must make sure that the workplace is free from all forms of harassment, unlawful discrimination, and workplace bullying. They should understand and apply the principles of Equal Employment Opportunity and ensure that the Employee they supervise are informed of these principles and are made aware of the Grievance Handling procedures.

In addition, Tetra Tech International Development does not condone any form of domestic violence and is committed to ensuring the Employees are provided with information, training, and support on how to effectively address domestic violence.

### ***Sexual exploitation and abuse***

Employees are obliged to create and maintain an environment which prevents sexual exploitation, abuse, and harassment.

To protect all stakeholders in all situations, Employees while on duty and off duty, must never:

- Sexually exploit or sexually abuse any individual
- Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence.
- Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying, and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
- Consume, purchase, sell, possess, and distribute any forms of child pornography.
- Exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
- Exploit the vulnerability of any target group in the context of development, humanitarian, and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

### ***Child Protection***

For the purposes of this Code of Conduct and Client Service Standards, a child is any person under the age of 18 years.

The onus is on all Employees to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse when working for Tetra Tech International Development.

When carrying out your duties, you will:

- Treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- Not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- Not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts
- Wherever possible, ensure that another adult is present when working in the proximity of children
- Not invite unaccompanied children into your home, unless they are at immediate risk of injury or in physical danger
- Not sleep close to unsupervised children unless absolutely necessary, in which case you will obtain your supervisor's permission, and ensure that another adult is present if possible
- Use any computers, mobile phones, video cameras, cameras, or social media appropriately, and

never to exploit or harass children or to access child exploitation material through any medium

- Not use physical punishment on children
- Not hire children for domestic or other labour, which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- Comply with all relevant Australian and local legislation, including labour laws in relation to child labour
- Immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures
- Immediately disclose all charges, convictions, and other outcomes of an offence, which occurred before or occurs during your association with Tetra Tech International Development that relate to child exploitation and abuse.

***When photographing or filming a child or using children's images for work related purposes, you will:***

- Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child
- Obtain informed consent from the child and parent or guardian of the child before photographing or filming a child and in doing so, you must explain how the photograph or film will be used
- Ensure photographs, films, videos, and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
- Ensure images are honest representations of the context and the facts
- Ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

Breaches of this child protection Code of Conduct and Client Service Standards may result in disciplinary and/or criminal action.

***Corrupt Conduct***

Corrupt conduct commonly involves the dishonest or partial use of power or position that results in one person/group being advantaged over another. Corruption can take many forms including, but not limited to:

- Official misconduct
- Bribery and blackmail
- Unauthorised use of confidential information
- Fraud
- Theft.

Any form of corrupt conduct will not be tolerated by the company. Disciplinary action up to and including dismissal will be taken in the event of any Employee participating in corrupt conduct.

***Occupational Health & Safety***

It is the responsibility of all Employees to act in accordance with the occupational health and safety legislation, regulations and policies and their respective organisations and use security and safety equipment provided.

Specifically, all Employees are responsible for safety in their work area by:

- Following the safety and security directives of management
- Advising management of areas where there is a potential problem in safety and reporting suspicious occurrences
- Minimising risks in the workplace.

***Conduct of Current / Former Employees***

Employees should not misuse their position to obtain opportunities for future employment.

Employees should not allow themselves or their work to be influenced by plans for, or offers of employment outside of Tetra Tech International Development. If they do there is a conflict of interest and their integrity and that of Tetra Tech International Development is at risk.

Former Employees should not use or take advantage of confidential information obtained in the course of their official duties that may lead to gain or profit, until it has become publicly available.

## **Client Service Standards**

All Tetra Tech International Development staff and team members are committed to the following Client Service Standards:

- Implement activities professionally, with a focus on quality, developmental impact and long-term sustainability and with proper regard to cross-cutting development policies, such as gender and the environment, and the whole-of-government approach to development.
- Maintain productive relationships with their counterpart Government and activity stakeholders. This includes a genuine focus on transferring skills to counterparts and promoting counterparts' longer term 'ownership' throughout the delivery of the activity.
- Focus on achieving results and outcomes in a manner that is always accountable and demonstrates probity, procedural fairness, and value for money.
- Take responsibility for progress of activities, consulting actively with the client and their counterpart on important problems and issues.
- Use experience and judgement to identify substantive problems in advance and then approach the client (and where appropriate the counterpart) with well-considered, well costed, options and recommendations.
- Demonstrate value adding, innovation, analytical rigour and quality assurance in project or activity management. This includes ensuring quality, clarity and accuracy of reporting, invoicing, and financial management.
- Promote high standards of personal conduct/behaviour, teamwork, and respect at all times. Lapses in these areas undermine relationships with counterparts, undermine activity effectiveness and reflect poorly on the client.
- Never make decisions that are the proper preserve of foreign governments and/or the funding agency, which alter the substance of the activity or create 'surprises' for the client or the counterpart.

## **Breaches of the Code of Conduct and Client Service Standards**

Employees should note that breaches of certain sections of this Code of Conduct and Client Service Standards may be punishable under laws and legislation.

Breaches of this Code of Conduct and Client Service Standards may lead to disciplinary action. The process for disciplinary action is outlined in Tetra Tech International Development policies and guidelines, relevant industrial awards, and agreements.

**I acknowledge that I have read and understood the above Code of Conduct and Client Service Standards and will comply with its contents.**

<b>Name:</b>	
<b>Position:</b>	
<b>Program:</b>	
<b>Signature:</b>	

**Acknowledged by Tetra Tech International Development**

<b>Name:</b>	
<b>Signature:</b>	