

## **NOTICE TO TENDERERS**

**THIS IS A DRAFT CONTRACT SUBJECT TO ADJUSTMENT  
UNDER REVIEW BY TETRA TECH LEGAL  
EXPECTED ADDITIONS INCLUDE RETENTION  
AND PENALTIES FOR DELAY AS OUTLINED IN RFQ PART B  
SCOPE, TIMELINE AND PRICE WILL ALSO BE UPDATED DURING CONTRACT FORMATION**

**TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**

**("TETRA TECH INTERNATIONAL DEVELOPMENT")**

**- and -**

**XXXXXXXXXX**

**("SERVICE PROVIDER")**

**[GS-12987– OIM PREFABRICATION**

**GOODS AND SERVICES AGREEMENT ]**

**for**

**The Kiribati-Australia Infrastructure (Te KAI) Program:**

**[Open Integrated Market (OIM) - Manufacture and Delivery of Prefabricated Goods]**

## SERVICES AGREEMENT

THIS AGREEMENT is made [XX<sup>th</sup> XX, 2025]

**BETWEEN: TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**

ABN 63 007 889 081 of Ground Floor, 422 King William Street, Adelaide SA 5000

("Tetra Tech International Development")

**AND**

XXXXXXX

of XXXXXX, XXXXXX, Kiribati

("Service Provider")

## RECITALS

- A. Tetra Tech International Development carries on the business of a management consultant and international project manager The Kiribati-Australia Infrastructure (Te KAI) Program is managed by Tetra Tech International Development on behalf of the Government of Australia.
- 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 this Agreement, which includes the Agreement 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. **Agreement** means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.2. **Agreement Details** means the details set out in Schedule 2.
- 1.3. **Alternative Service Provider** is defined in clause 4.17.
- 1.4. **Applicable Standards** means any specifications for the Services in Schedule 1.

- 1.5. **Assets** means Project Supplies and purchased by the Service Provider for use in the provision of the Services.
- 1.6. **Authority** means any Governmental or semi-Governmental, statutory, municipal or public authority, person, instrumentality, department or body (whether autonomous or not) charged with the administration of a Law and includes any health, licensing or other authority having jurisdiction over the Services.
- 1.7. **Business Day** means any day that is not a Saturday or Sunday or a public holiday in South Australia.
- 1.8. **Commencement Date** means the date specified in Schedule 2.
- 1.9. **Completion Date** means the date specified in Schedule 2.
- 1.10. **Confidential Information** means all information relating to affairs or business of a party 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 Customer); and
  - (d) all copies, notes and records based on or incorporating the information referred to in clause 1.10(a), 1.10(b) and 1.10(c) 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.
- 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. **Criminal Code Act list** means the list of organisations that are specified as a 'terrorist organisation' through regulations made under the *Criminal Code Act 1995* (Cth) as publicised on the Australian National Security website from time to time.
- 1.14. **Customer** means the entity or entities as described under Schedule 2.
- 1.15. **Cyber Security Incident** means a single or series of unwanted or unexpected identified occurrences of a system, service or network state indicating a potential or actual breach of cyber security procedures, process or requirements and threatening security.
- 1.16. **Data** includes any information provided by either party from any source, or collected or created by the Service Provider in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.
- 1.17. **Default Event** means those events listed in clause 18.2.

- 1.18. **Deliverables** means the reports and any Data or other Material specified in Schedule 1 required to be delivered throughout the supply of the Services.
- 1.19. **DFAT** means the Australian Government's Department of Foreign Affairs and Trade.
- 1.20. **DFAT Consolidated List** means the list of all persons and entities subject to targeted financial sanctions or travel bans under Australian sanctions laws available on DFAT's website: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.
- 1.21. **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.
- 1.22. **Escalation Representative** means the person/s appointed by Tetra Tech International Development and the Service Provider respectively to act as their representative for the purposes of resolving any dispute as specified in Schedule 2.
- 1.23. **Former DFAT Employee** means a person who was previously employed by DFAT:
- (a) whose employment ceased within the last 9 months; and
  - (b) who was substantially involved in the design, preparation, appraisal, review and or daily management of the project to which this Agreement relates.
- 1.24. **Former Tetra Tech International Development Employee** means a person who was previously employed by Tetra Tech International Development:
- (a) whose employment ceased within the last 9 months; and
  - (b) who was substantially involved in the design, preparation, appraisal, review and or daily management of the project to which this Agreement relates.
- 1.25. **Fraud** means, in relation to the Services, 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.
- 1.26. **GST** means the tax imposed by the GST Law.
- 1.27. **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.28. **Head Contract** means the contract between Tetra Tech International Development and DFAT in connection with the Services amongst other things.
- 1.29. **Incoming Party** means:
- (a) an alternative incoming contractor;
  - (b) a Partner Country;
  - (c) Tetra Tech International Development; or
  - (d) DFAT.
- 1.30. **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.
- 1.31. **Laws** includes 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.
- 1.32. **Legislative Requirements** means the relevant legislation, regulations, rules and codes and other associated documents applicable to the Services in the country where the Services are taking place.
- 1.33. **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.
- 1.34. **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.
- 1.35. **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 Tetra Tech International Development or the Service Provider 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.
- 1.36. **Moral Rights** means rights of integrity of authorship, rights of attribution or authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that may now exist or that may come to exist in relation to the work carried out on the Project.
- 1.37. **Notice** means written notice and **notify** has a corresponding meaning.
- 1.38. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
- 1.39. **Partner Country** means the country/countries in which the Services are to be delivered as specified in the Agreement Details in Schedule 2.
- 1.40. **Personal Information** has the meaning given in any applicable Privacy Laws.
- 1.41. **Personnel** means any subcontractors of the Service Providers and the Service Provider's 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.
- 1.42. **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 and was developed by the Service Provider independently from this Agreement.
- 1.43. **Prices** means the prices set out in or determined in accordance with Schedule 2.
- 1.44. **Privacy Laws** means the *Privacy Act 1988* (Cth) and any other legislation imposing an obligation in relation to the collection, use, disclosure, storage or transmission of personal information (including health information), including any regulations, rules, codes, principles or guidelines contained in or arising out of such legislation.

- 1.45. **Project Supplies** means Deliverables provided by the Service Provider during the course of the Services as required by this Agreement.
- 1.46. **Reimbursable Costs** means any costs Tetra Tech International Development has agreed in this Agreement to reimburse the Service Provider for.
- 1.47. **Related Entity** means an entity:
- (a) that controls, or can materially influence, the Service Provider's activities or internal affairs;
  - (b) that has the capacity to determine or materially influence the outcome of the Service Provider's financial and operating policies;
  - (c) that is financially interested in the Service Provider's success or failure or apparent success or failure;
  - (d) in whose success or failure or apparent success or failure the Service Provider is financially interested;
  - (e) is a holding company of the Service Provider;
  - (f) is a subsidiary of the Service Provider;
  - (g) is a subsidiary of a holding company of the Service Provider;
  - (h) has one or more Directors who are also Directors of the Service Provider;
  - (i) where a familial or spousal relationship exists between any of the principals, owners, directors, officers or other like persons of that entity and any of the principals, owners, directors, officers or like persons of the Service Provider; or
  - (j) owned by an employee of the Service Provider, or in which an employee holds an interest.
- 1.48. **Relevant List** means a list of terrorist organisations made under Division 102 of the *Criminal Code Act 1995* (Cth) and the charter of the *United Nations Act 1945* (Cth).
- 1.49. **Representative** means either of the persons nominated as the Service Provider's Representative and Tetra Tech International Development's Representative from time to time including delegates as the context permits. Each Party's Representative as at the Commencement Date is specified in Schedule 2. Either Party may substitute and replace its Representative with reasonable written notice delivered to the other Party.
- 1.50. **Requirement** includes any requirement, notice, order, direction, recommendation, stipulation or similar notification received from or given by any Authority or under any Law, whether in writing or otherwise and regardless of to whom it is addressed or directed.
- 1.51. **SEAH** means sexual exploitation, abuse and harassment.
- 1.52. **Service Provider** means the Service Provider contracted to perform the Services under this Agreement.
- 1.53. **Service Provider's Nominated Account** means the bank account specified by the Service Provider for payment identified in Schedule 1.
- 1.54. **Service Provider's Representative** means the person identified in Schedule 2.
- 1.55. **Services** means the services specified in item 1 of Schedule 1, which include and are subject to, the special conditions listed in item 2 of Schedule 2 (if any).
- 1.56. **Specification** means any specifications for the Services in Schedule 1.

- 1.57. **Tax** means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including Withholding Payments, financial institutions duty, debits tax or other taxes and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST.
- 1.58. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
- 1.59. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
- 1.60. **Tetra Tech International Development Group Member** means any entity which Controls or is Controlled by, or is under common Control with, Tetra Tech International Development.
- 1.61. **Tetra Tech International Development's Representative** means the person specified in Schedule 2.
- 1.62. **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.
- 1.63. **Variation** means a change to the Services.
- 1.64. **WHS Legislation** means all applicable Laws and all applicable Requirements (including in the jurisdiction in which the Services are to be performed) regulating matters of occupational health, safety or security.
- 1.65. **Withholding Payment** has the meaning given in Schedule 1 of the *Taxation Administration Act 1953* (Cth).
- 1.66. **World Bank List means** the list of organisations maintained by the World Bank of "Ineligible Firms and Individuals" posted at:  
<http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

## **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 reference to one 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) a reference to a clause number includes its subclauses;
  - (i) the word "or" is not exclusive;
  - (j) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;

- (k) a reference to any thing (including any right) includes any part of that thing, but performance of part of an obligation does not constitute performance of the entire obligation;
- (l) a reference to any legislation includes all delegated legislation made under it and any amendments, consolidations, replacements or re-enactments;
- (m) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (n) a promise on the part of 2 or more persons binds them jointly and severally;
- (o) a reference to an asset includes property of any nature, a business, right, revenue and benefit;
- (p) headings are for convenience only and do not affect the interpretation of this Agreement;
- (q) a reference to a body, other than a party to this Agreement (including an institute, association or authority), whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions; and
- (r) specifying anything in this Agreement after the words 'includes', 'including' or 'for example' or similar expressions does not limit what else is included.

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);
- (c) Schedule 2,

provided that any provision which imposes a greater or higher requirement, standard, level of service or scope on the Service Provider will prevail.

### **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 by the Completion Date 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 in writing and subject to the Service Provider's performance, availability of funding and DFAT approval.
- 3.4 The Service Provider and Tetra Tech International Development acknowledge and agree that, to the extent that any of the Services have been performed by the Service Provider prior to the Commencement Date, the provisions of this Agreement will also apply to those Services.

### **4 SERVICES**

#### ***Provision of Services***



- 4.1 The Service Provider must provide the Services described in the Schedule 1 in accordance with the terms and conditions of this Agreement.
- 4.2 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.
- 4.3 Unless this Agreement states otherwise, the Services may be provided by the Service Provider either personally or through the employment/subcontracting of other persons.
- 4.4 In providing the Services the Service Provider must:
- (a) complete the Services in accordance with the description in Schedule 1.
  - (b) comply with any reasonable Direction given by or on behalf of Tetra Tech International Development from time to time;
  - (c) comply with all published policies and procedures of DFAT;
  - (d) comply with all policies, procedures and directives of Tetra Tech International Development so far as they are made known to the Service Provider;
  - (e) comply with all applicable standards (including the Applicable Standards), regulations, and where applicable, the requirements set out in this clause 4.4;
  - (f) take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's Personnel;
  - (g) provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
  - (h) provide all labour, materials, plant, utilities and equipment necessary to perform the Service Provider's obligations under the Agreement;
  - (i) cooperate with any third party Tetra Tech International Development direct the Service provider to cooperate with;
  - (j) on request, provide Tetra Tech International Development with written evidence of the Service Provider having:
    - i. current insurance policies that meet the requirements set out in Schedule 2;
    - ii. worker's compensation insurance or insurance to a similar effect, where the Service Provider engages Personnel to deliver the Services and is authorised by this Agreement or Tetra Tech International Development to do so; and
    - iii. required registrations for taxation and such other licences, registration or permits that may be required under the applicable laws of the jurisdiction from where the Service Provider usually conducts its business and where applicable, the jurisdiction where the Services are to be delivered.

***Subcontracting***

- 4.5 The Service Provider must not subcontract any part of the provision of the Services to a person who is, or an entity, that is:
- (a) on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List; or
  - (b) directly or indirectly engaged in any terrorism-related activities.

- 4.6 The Service Provider must obtain Tetra Tech International Development's prior written approval to subcontract with any third party where the proposed subcontract is with a Related Entity.
- 4.7 In granting its approval under clause 4.6, Tetra Tech International Development may impose any conditions it considers appropriate.
- 4.8 If the Service Provider subcontracts its performance of any part of the Service, the Service Provider remains liable for the acts, defaults and omissions of the subcontractor as if they were the Service Provider's acts, defaults and omissions.
- 4.9 Any subcontract entered into by the Service Provider for the performance of any part of the Services must contain clauses:
- (a) that authorise the Commonwealth of Australia to publish details of the name of the subcontractor and the nature of the Services that the subcontractor is subcontracted to perform;
  - (b) under which the subcontractor assumes all the Service Provider's obligations (including all obligations under Australian Law and development policies), and gives all the warranties the Service Provider gives, under this Agreement to the extent they are relevant to the Services the subcontractor is subcontracted to perform; and
  - (c) that give the Service Provider the right to terminate the subcontract for convenience as set out in clause 19.

#### ***Personnel***

- 4.10 Tetra Tech International Development may give Notice to the Service Provider requiring the Service Provider to remove any Personnel from work in respect of the provision of the Services and propose new Personnel in accordance with clauses 4.11 and 4.12 below.
- 4.11 The Service Provider must not, without Tetra Tech International Development's prior written approval, engage:
- (a) a currently serving Commonwealth employee; or
  - (b) a Former Tetra Tech International Development or a Former DFAT Employee, in any capacity in connection with the Services.
- 4.12 When engaging Personnel for work, the Service Provider will use its best endeavours to ensure they are:
- (a) certified as fit and healthy by a legally qualified medical practitioner to work; and
  - (b) have received the necessary medical advice, including that on vaccinations and other preventive medical assistance allowing them to undertake work in a safe manner.

#### ***Service Provider non-performance***

- 4.13 If the Services do not meet their purpose or are not in accordance with this Agreement, Tetra Tech International Development may by notice and at its sole discretion:
- (a) require the Service Provider to remedy a defect in or redo the Services, by a date specified in the notice (or as otherwise agreed by Tetra Tech International Development), at no additional cost to Tetra Tech International Development; or
  - (b) exercise its right under clause 4.17.
- 4.14 The notice given under clause 4.13(a) (the "**Defect Notice**") must specify the actions required to remedy the defect and time or date by which actions to remedy the defect must be taken.
- 4.15 Without limiting clause 4.16 if a Defect Notice is given and the Service Provider fails to:

- (a) remedy a defect in performance of the Services; or
- (b) redo the Services,

within the time and according to any reasonable requirements specified in the Defect Notice, Tetra Tech International Development may exercise its right under clause 4.17.

4.16 If Tetra Tech International Development has reasonable cause to believe that the Service Provider:

- (a) has been unable, or is reasonably likely to be unable, to:
  - a. comply with clauses 4.4(a) – (f) and clauses 4.4(g) – (i); or
  - b. meet the due date for milestone listed in Item 4 of Schedule 2;
- (b) cannot meet any essential specifications for the Services advised by Tetra Tech International Development (whether such specifications are set out in Schedule 1 or in a Direction or Variation);
- (c) has or is unlikely to, comply with the Defect Notice,

then Tetra Tech International Development may exercise its right under clause 4.17.

4.17 If clauses 4.13, 4.15 or 4.16 apply, Tetra Tech International Development may, at its sole discretion, engage an alternative service provider (“**Alternative Service Provider**”) to perform such aspects of the Services as it determines necessary to ensure the Services are completed on time and/or in accordance with this Agreement.

4.18 Where Tetra Tech International Development engages one or more Alternative Service Provider/s under clause 4.17:

- (a) Tetra Tech International Development must issue a notice advising the Service Provider that it will be exercising its right under clause 4.17 (“**Notice of Material Non-Compliance**”). The reasons for issuing the Notice of Material Non-Compliance and details of work the Alternative Service Provider is engaged to perform must be provided in the Notice of Material Non-Compliance;
- (b) reimbursable cost and expenses, which includes all fees, costs and expenses charged by the Alternative Service Provider to carry out the work detailed in the Notice of Material Non-Compliance (together, “**Alternative Service Provider’s Costs**”) must be borne by the Service Provider; and
- (c) the Alternative Service Provider’s Costs and any other reimbursable costs and expenses, will be recoverable by Tetra Tech International Development as a debt due and payable, or in accordance with clause 18.3.

4.19 Any act, omission or conduct by Tetra Tech International Development pursuant to clause 4.17, does not and will not be deemed to:

- (a) prejudice Tetra Tech International Development’s right of termination under clauses 18 or 19; or
- (b) constitute a waiver or an election by Tetra Tech International Development to terminate this Agreement.

### ***Suspension of Services***

4.20 Tetra Tech International Development may Direct the Service Provider to suspend any of the Services for such time as Tetra Tech International Development thinks fit, in which case the Service Provider must comply with that Direction.

- 4.21 Tetra Tech International Development may at any time give the Service Provider a written notice to resume performing any suspended Services, in which case the Service Provider must do so as soon as practicable after the date of the notice.
- 4.22 Any cost incurred by the Service Provider by reason of a suspension under clause 4.20 must be borne by the Service Provider unless the suspension is needed due to an act or omission by Tetra Tech International Development, its employees, consultants or agents, or is solely for Tetra Tech International Development's convenience, in which case Tetra Tech International Development must pay the Service Provider any extra costs reasonably and necessarily incurred by the Service Provider as a result of the suspension, as reasonably determined by Tetra Tech International Development.
- 4.23 Tetra Tech International Development will not be liable for, or in connection with, (and the Service Provider may not make) any loss, claim or demand in connection with any suspension except under clause 4.18.

#### ***DFAT Funding***

- 4.24 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 or DFAT under the Head Contract, DFAT may reduce funding available to Tetra Tech International Development under the Head Contract which relates in whole or in part to the Services under this Agreement.
- 4.25 Upon Tetra Tech International Development receiving notice from DFAT of policy or funding decisions as contemplated by clause, Tetra Tech International Development will notify the Service Provider and the Service Provider will discuss with Tetra Tech International Development, in good faith, a reduction of the Prices under this Agreement having regard to the reduction of DFAT's funding to Tetra Tech International Development.
- 4.26 Clauses 4.24 and 4.25 do not in any way limit Tetra Tech International Development's rights under clauses 18 and 19.

## **5 VARIATIONS**

- 5.1 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.
- 5.2 The Service Provider must not carry out a Variation unless directed to do so by Tetra Tech International Development in writing.
- 5.3 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.
- 5.4 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.

- 5.5 If a notice is issued under clause 5.4(b), the Service Provider must comply with the Direction but may, within 20 Business Days, dispute Tetra Tech International Development's notice under clause 5.4(b) by giving notice under clause 25.
- 5.6 The Service Provider acknowledges that Tetra Tech International Development is not liable for or in connection with (and the Service Provider may not make) any claim relating to any Variation except where such Variation is pursuant to a Direction in accordance with clause 5.1.
- 5.7 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.
- 5.8 The Service Provider is not obliged to perform a Variation that is outside the general Scope of the Services contained in Schedule 1.
- 5.9 The Service Provider agrees that no Variation will invalidate this Agreement.

## **6 DELIVERABLES**

- 6.1 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.
- 6.2 Unless otherwise agreed in writing by Tetra Tech International Development or otherwise specified in Schedule 1:
- (a) the format and content of each report should be discussed with Tetra Tech International Development prior to drafting and submission; and
  - (b) all reports must:
    - i. comply with DFAT's Monitoring and Evaluation Standards;
    - ii. be accurate and not misleading in any respect;
    - iii. comply with DFAT's Guidelines for Preparing Accessible Content;
    - iv. be prepared in accordance with directions provided by Tetra Tech International Development; and
    - v. be provided in both an appropriate editable and locked version such as in Microsoft Word and PDF.
- 6.3 Title in the Deliverables will vest in Tetra Tech International Development on their delivery to Tetra Tech International Development.

## **7 SERVICE PROVIDER'S WARRANTIES**

- 7.1 The Service Provider warrants and represents that:
- (a) **(law, standards)** in providing the Services it will:
    - i. comply with the law, the Applicable Standards and with relevant legislative and industry standards; and
    - ii. ensure the work done is to a high standard in accordance with best practice;
  - (b) **(approvals, compliance)** it will obtain and maintain in full force any licences, accreditations, permits, registrations or regulatory approvals required by law and necessary for the provision of the Services;

- (c) **(Directions)** in providing the Services, it will comply with Tetra Tech International Developments reasonable Directions;
  - (d) **(materials)** it will only use materials that are new, fit for purpose and required by Tetra Tech International Development;
  - (e) **(Services and Deliverables)** the Services (including Deliverables) will be provided with due care and skill, and will be:
    - iii. be performed and completed and in accordance with the Specifications (if any) and the description in this Agreement;
    - iv. of acceptable quality and within the meaning of the Australian Consumer Law, safe and durable;
    - v. free from defects in design, performance and workmanship; and
    - vi. fit for purpose.
  - (f) **(work)** the work performed to provide the Services will be:
    - i. performed by the Service Provider and/or its Personnel; and
    - ii. provided by appropriately qualified, skilled and experienced Personnel.
- 7.2 The Service Provider warrants and represents that it has made its own assessment of all information made available to the Service Provider in respect of the Services and sought all appropriate professional advice.
- 7.3 The Service Provider acknowledges and agrees that Tetra Tech International Development is relying on the representations and warranties made by the Service Provider in connection with this Agreement (including the warranties and representations set out in this clause 7).

## 8 SERVICE PROVIDER'S RELATIONSHIP AND CONDUCT

- 8.1 The Service Provider must:
- (a) 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 Tetra Tech International Development Code of Conduct and Client Service Standards as stated in Schedule 4 or any Code of Ethics for the Australian Government, and,
  - (b) ensure that its Personnel observe and comply with the provisions of this Agreement.
- 8.2 Nothing in this Agreement (including this clause 8) constitutes a relationship of employer and employee, principal and agent, or partnership between Tetra Tech International Development and the Service Provider.
- 8.3 The Service Provider acknowledges that this Agreement (including this clause 8) does not give the Service Provider or the Service Provider's employees authority to bind Tetra Tech International Development.
- 8.4 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.

## 9 SERVICE PROVIDER'S REPRESENTATIONS

- 9.1 The Service Provider warrants and 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; and
  - (b) 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 Services.

#### ***Conflicts of Interest***

- 9.2 The Service Provider warrants and represents that, at the date of signing this Agreement, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Agreement.
- 9.3 The Service Provider must use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement.
- 9.4 The Service Provider must notify Tetra Tech International Development promptly in writing if such a conflict of interest arises, or appears likely to arise.
- 9.5 Within 7 days after giving notice under clause 9.4, the Service Provider must notify Tetra Tech International Development in writing of the steps it will take to resolve the issue. If Tetra Tech International Development considers those steps are inadequate, it may direct the Service Provider to resolve the issue in a manner proposed by Tetra Tech International Development.
- 9.6 If the Service Provider does not comply with a direction issued by Tetra Tech International Development under clause 9.5, Tetra Tech International Development may terminate this Contract in accordance with clause 18.1.

### **10 NO MINIMUM PURCHASE**

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

### **11 NON-EXCLUSIVITY**

- 11.1 This Agreement is entered into on a non-exclusive basis.
- 11.2 Tetra Tech International Development may purchase other services similar to the Services in this Agreement from other providers.

### **12 PRICE**

- 12.1 In consideration for the supply of the Services, Tetra Tech International Development will pay the Prices.
- 12.2 The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.
- 12.3 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.

### **13 TERMS OF PAYMENT**

- 13.1 The Service Provider must submit to Tetra Tech International Development correctly rendered invoices.
- 13.2 An invoice will be correctly rendered if:
- (a) it complies with the requirements of this Agreement;
  - (b) the Service Provider's Nominated Account (or the account nominated pursuant clause 13.4) is correctly set out; and
  - (c) if appropriate and required by Tetra Tech International Development, it is accompanied by documentation substantiating the amount claimed.
- 13.3 Unless this Agreement states otherwise, Tetra Tech International Development will pay for the Services within 30 days after:
- (a) completion of the Services; or
  - (b) receipt of a correctly rendered invoice for the Services,
- whichever occurs later.
- 13.4 If the Service Provider wishes to nominate a bank account for payment that is not the Nominated Account set out Schedule 2 of this Agreement, the Service Provider must information to enable Tetra Tech International Development to verify the bank account. Tetra Tech International Development will only make payment where it has verified the bank account information.
- 13.5 A payment by Tetra Tech International Development to the Service Provider is not an admission of liability.
- 13.6 If Tetra Tech International Development makes a payment and subsequently learns that performance specifications have not been met or that, on review, the amount is greater than the amount payable under this Agreement, the payment is deemed an overpayment and recoverable from the Service Provider.
- 13.7 Any overpayment may be offset against any amount subsequently due to the Service Provider or may be recovered in Court as a debt due and payable to Tetra Tech International Development.
- 13.8 The Service Provider agrees that any amount paid by Tetra Tech International Development under this Agreement can be taken to offset against any claims of underpayment at a later date.
- 13.9 Without limiting Tetra Tech International Development's rights or remedies under this Agreement or at law, if Tetra Tech International Development elects, in accordance with the Agreement, to recover an amount from the Service Provider or the Service Provider otherwise owes any debt to Tetra Tech International Development in relation to the Agreement, Tetra Tech International Development may:
- (a) deduct the amount from payment of any claim; or
  - (b) give the Service Provider notice of the existence of a debt recoverable which is to be paid by the Service Provider within 30 days after receipt of notice.

## **14 INTELLECTUAL PROPERTY RIGHTS**

- 14.1 This clause 14 does not affect the ownership of the Intellectual Property Rights in any Pre-Existing Service Provider Material or Third-Party Material.



- 14.2 The Service Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Service Provider Material or Third-Party Material available as part of the Services.
- 14.3 All Intellectual Property Rights in the Contract Material vest in Tetra Tech International Development on creation.
- 14.4 To the extent that the Service Provider may at any time acquire any right, title or interest in any Services (including Deliverables) or any Intellectual Property Rights in the Services, the Service Provider, by this Agreement, assigns to Tetra Tech International Development all such right, title and interest.
- 14.5 To the extent that:
- (a) Tetra Tech International Development needs to use any of the Pre-Existing Service Provider Material or Third-Party Material to receive the full benefit of the Services, the Service Provider grants to, or must obtain for Tetra Tech International Development, a perpetual, world-wide, royalty free, non-exclusive licence that includes the right to sublicense, use, reproduce, adapt, modify and communicate that Pre-Existing Service Provider Material or Third-Party Material;
  - (b) the Service Provider needs to use any of the Contract Material, Tetra Tech International Development grants to the Service Provider, subject to any conditions or restrictions specified by Tetra Tech International Development, a world-wide, royalty-free, non-exclusive, non-transferable licence that includes the right to sublicense, use, reproduce, adapt, modify, distribute and communicate such Contract Material solely for the purpose of providing the Services.
- 14.6 The licence granted to Tetra Tech International Development under Clause 14.4(a) does not include a right to exploit the Pre-Existing Service Provider Material or Third-Party Material for commercial purposes.
- 14.7 The Service Provider warrants that neither Tetra Tech International Development's nor DFAT's use of the Pre-Existing Service Provider Material or Third Party Material will not infringe any Intellectual Property rights or Moral Rights of any person nor give rise to any liability to make royalty or other payments to any person.
- 14.8 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:
- (a) alleged and/or actual infringement of any patent, copyright, registered design, trade mark or any other Intellectual Property Rights, by reason of Tetra Tech International Development's or DFAT's receipt or enjoyment of the Services; and
  - (b) breach of Moral Rights arising from Tetra Tech International Development's or DFAT's receipt or enjoyment of the Services

## **15 INDEMNITY**

- 15.1 The Service Provider indemnifies, and undertakes to keep indemnified, Tetra Tech International Development and Tetra Tech International Development's officers, employees, agents and contractors, 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 or Tetra Tech International Development's officers, employees, agents and contractors arising out of or in connection with:
- (a) any negligence, wrongful act or omission, wilful default, wilful neglect, Fraud or breach of duty by the Service Provider or any of its Personnel;

- (b) any breach of a warranty given by the Service Provider under this Agreement;
  - (c) any Default Event or breach by the Service Provider of any of the provisions of this Agreement;
  - (d) loss of, or damage to, any real or personal property owned, leased licensed or controlled by Tetra Tech International Development, or any real or personal property of any third party, arising out of or in connection with the performance of the Services or any activity for which the Service Provider is directly or indirectly responsible;
  - (e) personal injury (which includes illness) or death of any person arising out of or in connection with the performance of the Services or any activity for which the Service provider is directly or indirectly responsible;
  - (f) and
  - (g) any contamination which has been caused or contributed to by the acts or omissions of the Service Provider or its Personnel.
- 15.2 The Service Provider's liability to indemnify Tetra Tech International Development under this clause 15 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.
- 15.3 This clause will survive termination of this Agreement.

## **16 INSURANCE**

- 16.1 The Service Provider must effect and maintain the insurance policies set out in Schedule 2 (**Insurance Policies**) for the times and in the manner specified in this clause 16, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 16.
- 16.2 For clarity, the terms of this clause 16 do not alter the allocation of risk or liability between the parties as provided for under any other clause of this Agreement.
- 16.3 The Service Provider must use reasonable best endeavours to ensure that its subcontractors are insured as required by this clause 16 as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Services Provider.
- 16.4 With the exception of statutory insurances, the insurance required under this clause 16 shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Poors (or the equivalent rating with another recognised rating agency), or a reputable insurer approved by Tetra Tech International Development, acting reasonably.
- 16.5 The Insurance Policies must be in the name of the Service Provider and must be adequate to cover the Service Provider for its respective rights, interests and liabilities including any right, interest and liability arising out of or in connection with any subcontracted Services.
- 16.6 The Insurance Policies may only be cancelled or changed if:
- (a) the cancellation or change will not constitute a breach of this Agreement; and
  - (b) the Service Provider has provided at least 14 days' prior written notice to Tetra Tech International Development.
- 16.7 The obtaining of any insurance by the Service Provider in accordance with this clause 16 does not in any way reduce, limit or otherwise affect any obligations, liabilities or warranties of the Service Provider under any other provision of this Agreement or otherwise at Law.

- 16.8 The Service Provider must pay all premiums and all deductibles applicable to the Insurance Policies when due and promptly reinstate any insurance required under this clause 16 if it lapses or if cover is exhausted.
- 16.9 The Service Provider shall ensure that its Public and/or Professional Liability insurance contains an indemnity extension to cover the vicarious liability of Tetra Tech International Development for acts or omissions of the Service Provider.
- 16.10 The Service Provider must effect and/or maintain the Insurance Policies referred to in this clause 16 on or before the date of execution of this Agreement until, subject to clause 16.8, the end of the Term.
- 16.11 If the wording of an Insurance Policy specified in Schedule 2 is constructed on a claims made basis, that insurance must be maintained without interruption until the earlier of:
- (a) 7 years after completion of the Services under this Agreement; or
  - (b) 7 years following earlier termination of this Agreement.
- 16.12 Before the date of execution of this Agreement, and within 14 days of request by Tetra Tech International Development, the Service Provider must give to Tetra Tech International Development certificates of insurance or such other proof of the currency and terms of the insurances required under this clause 16 that Tetra Tech International Development reasonably requires.
- 16.13 In respect of each insurance required under this clause 16, the Service Provider must:
- (a) promptly inform Tetra Tech International Development if it becomes aware of any actual, threatened or likely claims which could materially reduce the available limits of indemnity and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the Services, if requested to do so by Tetra Tech International Development; and
  - (b) not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance Policies.
- 16.14 If the Service Provider fails to effect and maintain the insurances in accordance with this clause 16, Tetra Tech International Development may (in addition to any other rights Tetra Tech International Development may have) at its sole discretion:
- (a) effect and maintain those insurance and Tetra Tech International Development may elect to recover the amount from the Service Provider under clause 13.9; or
  - (b) provide a notice of termination for default in accordance with clause 18; or
  - (c) at the Service Provider's sole cost, delay the commencement of the Services, suspend the performance of the Services, deny access to any relevant site and/or refuse any payment in respect of the Services, until such time as the Service Provider has fully complied with this clause 16.
- 16.15 The Insurance Policies are primary and not secondary to the indemnities in this Agreement. The parties acknowledge and agree that if a claim is made under an Insurance Policy, it is their intention that the insurer cannot require Tetra Tech International Development to exhaust any indemnities referred to in this Agreement before the insurer considers or meets the relevant claim.
- 16.16 In specifying insurance requirements in this Agreement Tetra Tech International Development accepts no liability for the completeness of the listed insurance requirements, 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.

- 16.17 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.
- 16.18 The Service Provider acknowledges that regardless of whether the Insurance Policies respond or not and why, the Service Provider is not released (in whole or in part) from any of the indemnities referred to in this Agreement, or generally.

## 17 FORCE MAJEURE

- 17.1 **"Force Majeure Event"** is limited to the following specific events or circumstances: earthquake, landslide, fire, explosion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order of any government or authority, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, riot, civil disturbance, blockade or acts of terrorism, pandemic or epidemic 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 or contribute to (by breach of this Agreement or otherwise);
  - (b) cannot reasonably control or influence; and
  - (c) where the Affected Party is the Service Provider, cannot be prevented or avoided or overcome, through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 17.2 If either party is prevented from performing any obligations under this Agreement by a Force Majeure Event, then provided that the Affected Party has complied with clause 17.3, such obligations will be suspended, and the Affected Party will have no liability to the other party for failure to perform them, to the extent their performance is prevented by the Force Majeure Event.
- 17.3 The Affected Party must:
- (a) notify the other Party immediately if a Force Majeure Event is preventing it, or is likely to prevent it, from complying with any of its obligations as soon as it becomes aware of the Force Majeure Event and provide full details of the Force Majeure Event including:
    - (1) the obligations affected;
    - (2) the nature, extent and likely duration of the effect on those obligations; and
    - (3) the actions taken or proposed to be taken by the Affected Party to remedy, abate, mitigate or minimise the effects of the Force Majeure Event;
  - (b) use all reasonable diligence and means to remedy, abate, mitigate or minimise the effect of the Force Majeure Event;
  - (c) notify the other party in writing when resumption of performance can occur; and
  - (d) promptly resume performance (and give notice of such resumption) as soon as reasonably possible.
- 17.4 The Affected Party must bear its own costs incurred in connection with a Force Majeure Event and the other Party is not liable for (and the Affected Party may not make) any claim or demand relating to a Force Majeure Event.

## 18 TERMINATION

- 18.1 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.
- 18.2 A Default Event will be taken to have occurred if any of the following events occurs:
- (a) the Service Provider fails to start providing the Services on the Commencement Date;
  - (b) the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date;
  - (c) the Service Provider fails to complete the Services by the Completion Date;
  - (d) the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Agreement;
  - (e) the Service Provider fails to:
    - (i) effect and maintain insurance as required by clause 16; or
    - (ii) provide Tetra Tech International Development with proof of appropriate insurance upon request by Tetra Tech International Development as required by clause 16;
  - (f) a conflict of interest has been unable to be resolved or managed and clause 9.6 applies;
  - (g) the Service Provider does not take appropriate steps to manage child protection risks and respond to an allegation or suspicion of child harm of with respect to this Agreement, including a failure to inform Tetra Tech International Development immediately of any allegation or suspicion of child exploitation, abuse, harm or policy non-compliance in accordance with DFAT's Child Protection Policy;
  - (h) the Service Provider does not take appropriate steps to manage SEAH risks and respond to an allegation of sexual exploitation, abuse or harassment with respect to this Agreement, including a failure to report to Tetra Tech International Development within 48 hours of any allegation of sexual exploitation, abuse or harassment in accordance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy;
  - (i) 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;
  - (j) any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
  - (k) the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
  - (l) the Service Provider ceases to carry on business; or
  - (m) 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.
- 18.3 Where, before termination of this Agreement under this clause 18, Tetra Tech International Development has made payment to the Service Provider in advance of performance and completion of the Services but:
- (a) some or all of the Services were not performed or completed; or
  - (b) clause 4.9 applies,

the Service Provider must on or before termination repay that amount to Tetra Tech International Development. If not so re-paid, the amount is recoverable by Tetra Tech International Development from the Service Provider as a debt.

18.4 If this Agreement is terminated under this clause 18:

- (c) the Parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
- (d) rights to recover damages are not affected; and
- (e) 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.

## **19 TERMINATION, REDUCTION FOR CONVENIENCE, TRANSITION**

### ***Termination or Reduction for Convenience***

19.1 The Service Provider acknowledges that the rights of Tetra Tech International Development to terminate or reduce for convenience under this clause 19 are the same or similar to the Customer's rights to terminate or reduce for convenience under the Head Contract.

19.2 In addition to any other rights Tetra Tech International Development has under this Agreement, Tetra Tech International Development, has an unfettered discretion to, by notice to the Service Provider, terminate or reduce the scope of this Agreement by providing a Notice to the Service Provider.

19.3 If Tetra Tech International Development issues a Notice under clause 19.1, the Service Provider must:

- (a) cease or reduce work in accordance with the Notice and comply with any reasonable directions given by Tetra Tech International Development;
- (b) immediately do everything possible to mitigate all losses, and all other losses, costs and expenses arising out of the termination or reduction of scope (including the cost of its compliance with any directions); and
- (c) if so requested by Tetra Tech International Development, novate any of its subcontracts to Tetra Tech International Development or its nominee.

19.4 If Tetra Tech International Development issues a Notice under clause 18.3, Tetra Tech International Development will only be liable for the following loss or damage incurred as a direct consequence of termination or reduction in scope 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 clause 13 earned before the effective date of termination (on a pro-rata basis, if applicable);
- (b) lease termination costs for early termination of leases required specifically and exclusively for the performance of the Agreement;
- (c) the Service Provider's finance termination costs required specifically and exclusively for performance of this Agreement; and
- (d) payments made to subcontractors which are not Related Entities of the Service Provider and which were payable prior to the date of notice of termination or reduction for convenience of this Agreement by Tetra Tech International Development,

but 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.

- 19.5 The Service Provider must, in each of its subcontracts, reserve a right of termination and a right of reduction for convenience to take account of Tetra Tech International Development's right of termination and reduction for convenience under this clause 19 and the Service Provider must make use of such rights to mitigate losses in the event of termination by Tetra Tech International Development under the provisions of this clause 19.
- 19.6 Subject to this Agreement, on expiry or termination:
- (a) the Parties are relieved from future performance of this Agreement, without prejudice to any right of action that has accrued at the date of termination;
  - (b) all licences and authorisations granted by either party under this Agreement terminate immediately unless the licence or authorisation provides to the contrary; and
  - (c) the Service Provider must provide Tetra Tech International Development with all reasonable assistance and information to assist Tetra Tech International Development in transitioning to Tetra Tech International Development's new provisions of project arrangements.
- 19.7 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 under this clause 19 except as expressly provided under this clause 19.

### ***Transition to Incoming Party***

- 19.8 If so required by Tetra Tech International Development, on expiry or termination of this Agreement, the Service Provider must provide all reasonable assistance and cooperation necessary to facilitate a smooth transition of the Services (including Deliverables) from the Service Provider to an Incoming Party, in a manner which ensures no interruption of the Services or the project.
- 19.9 Without limiting clause 19.8, the Service Provider must:
- (a) deliver to Tetra Tech International Development or its nominee complete copies of all the Data and Contract Material, in a form and on a media approved by Tetra Tech International Development, and any other Tetra Tech International Development or DFAT property including the Assets;
  - (b) either destroy or deliver to Tetra Tech International Development all copies of Tetra Tech International Development Confidential Information as required by Tetra Tech International Development;
  - (c) if requested by Tetra Tech International Development, facilitate the assignment to the Incoming Party of sub-contracts relating to Assets, including for licensing and support of information technology and any construction work maintenance;
  - (d) where required by Tetra Tech International Development to do so, vacate the project office where this has been supplied by DFAT, Tetra Tech International Development, or a Partner Country; and
  - (e) co-operate with Tetra Tech International Development and, if requested, the relevant Incoming Party, and provide reasonable assistance relating to the transfer of any subcontracts or grants to the Incoming Party.

## **20 CONFIDENTIALITY**

- 20.1 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.
- 20.2 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 20.2, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 20.3 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.

## **21 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.

## **22 PRIVACY**

- 22.1 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.
- 22.2 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.

## **23 TAXES**

- 23.1 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.
- 23.2 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.
- 23.3 If the GST payable for any taxable supply under this Agreement varies from the additional amount payable under clause 23.1 as a result of an adjustment event, any additional GST must be paid by the recipient, or any credit of GST must be refunded by the supplier, upon receipt of an adjustment note from the supplier.
- 23.4 Where the recipient is required to reimburse or indemnify the supplier under this Agreement, the supplier shall take into account any input tax credit to which it is entitled before increasing the amount of the reimbursement or indemnity on account of GST under this clause.
- 23.5 The Service Provider must pay all Taxes in connection with this Agreement (not including GST) and indemnifies and holds harmless Tetra Tech International Development against any such Taxes.
- 23.6 If Tetra Tech International Development is required to make a Withholding Payment from any amount payable to the Service Provider, the Tetra Tech International Development will pay the Service Provider the balance of the amount payable after deduction of the Withholding Payment.

## **24 DISPUTE RESOLUTION**

- 24.1 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 Representatives, 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.
- 24.2 The Escalation Representative may delegate all or some of his or her powers in relation to resolving the dispute and, notwithstanding anything in this clause 24, the Escalation Representative of either Party may be substituted and replaced with reasonable written notice delivered to the other Party.
- 24.3 Notwithstanding any existing dispute between the Parties, or that legal proceedings are pending or current, and subject to clause 13, each Party and its Personnel must continue to comply with their obligations under this Agreement.

## **25 NOTICES**

- 25.1 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 2, 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.

## **26 COUNTER-TERRORISM**

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, or
- (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.

## **27 MODERN SLAVERY**

- 27.1 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 Tetra Tech International Development 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 27.1(a) to (e).
- 27.2 The Service Provider must comply (and ensure that its subcontractors comply) with any requests made by Tetra Tech International Development to provide any assistance, information, documents or interview any person as required by the Tetra Tech International Development to enable Tetra Tech International Development to discharge any obligations arising under the Modern Slavery Laws.
- 27.3 The Service Provider indemnifies Tetra Tech International Development against all actions, claims, demands and proceedings against Tetra Tech International Development, and all losses, damages, costs, expenses and other liabilities suffered or incurred by Tetra Tech International Development, arising from any failure by the Service Provider to comply with its obligations under this clause 27.

## 28 PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- 28.1 The Service Provider must either:
- (a) develop and implement a written policy and procedure that sets out how the Service Provider will work to prevent sexual exploitation, abuse and harassment (“**PSEAH**”) policy that includes the requirements set out in clause 28.2,
  - (b) comply with and take all necessary steps to ensure it remains compliant and acts in accordance with the principles, minimum standards and reporting requirements that are set out in the DFAT PSEAH Policy, accessible at <http://www.dfat.gov.au/pseah..>
- to the extent relevant to the services the Service Provider is engaged to perform.
- 28.2 If 28.1(a) applies, the PSEAH Policy must:
- (c) set out procedures for reporting and investigating allegations of sexual exploitation, abuse and harassment (“**SEAH**”), managing risks of SEAH and communicating the expectations of the PSEAH Policy to all of the Service Provider’s Personnel; and
  - (d) include the principles, minimum standards and reporting requirements that are materially the same as those set out in the DFAT PSEAH Policy, accessible at <http://www.dfat.gov.au/pseah..>
- 28.3 If the Service Provider is authorised to engage third party Personnel to perform the Services, the Service Provider will ensure that relevant agreements with such Personnel impose an obligation to comply and act in accordance with the DFAT PSEAH Policy or where applicable, the Service Provider’s PSEAH Policy, to the extent relevant to any services or other services the Subcontractor is engaged to perform.

## 29 CHILD PROTECTION

- 29.1 The Service Provider must develop and implement arrangements for effective safeguarding of children (“**Child Protection Framework**”) that includes all relevant requirements set out in clause 29.2, to the extent relevant to the services the Service Provider is engaged to perform.
- 29.2 The Child Protection Framework must include systems, procedures and operational controls that provide for:

- (a) effective leadership to enable the safeguarding of children;
- (b) provisions within employment contracts and agreements with subcontractor Personnel that prevent (or empower the Service Provider to prevent) a person from working with children if they present an unacceptable risk to children;
- (c) appropriate disciplinary action to dismiss, suspend or transfer to other duties, any employee who breaches relevant requirements of the Child Protection Framework;
- (d) recruitment screening processes for all Personnel that will, or are reasonably likely to, have contact with children when performing their role, with such screening processes including:
  - i. criminal record checks before engagement or where such checks are not available or unreliable, a legal declaration made by the relevant individual confirming that there are no convictions or charges pending for offences relevant to the safety of children, including violent or sexual offending against a child; serious or aggravated animal cruelty; recording images of or filming a child; intentional harmful conduct including poisoning and arson; and
  - ii. verbal referee checks,
- (e) implement measures to prevent inappropriate, use of images and personal information of children from promotion, fundraising or education and which ensure the privacy and safeguarding of children.

29.3 The Service Provider will ensure that its agreements with all subcontractor Personnel impose an obligation on any subcontractor Personnel to comply with relevant requirements of the Service Provider's Child Protection Framework, to the extent relevant to any Services they are engaged to perform.

## **30 FRAUD**

- 30.1 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.
- 30.2 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.
- 30.3 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 and in any event, within five (5) Business Days of becoming aware of such event. 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.

### **31 ANTI – CORRUPTION**

- 31.1 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.
- 31.2 Any breach of this clause 31 will entitle Tetra Tech International Development to issue a notice under clause 18 to terminate this Agreement immediately.

### **32 WORK HEALTH AND SAFETY**

In carrying out the Services the Service Provider must:

- (a) comply, and ensure that any subcontractor, subconsultant comply, with all WHS Legislation, 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;
- (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; and
- (f) allow Tetra Tech International Development or its agents to review, inspect, audit or otherwise observe the Service Provider's health and safety systems, work practices and procedures related to the Services at any time, at the Service Provider's cost, without Tetra Tech International Development incurring any liability or responsibility for such matters.

### **33 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.

### **34 NOVATION, ASSIGNMENT AND SUBCONTRACTING**

- 34.1 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.

- 34.2 The Service Provider is permitted to subcontract any part of the Services but remains responsible for delivery of the Services.
- 34.3 Where the Service Provider subcontracts any part of the Services, the work undertaken by the Service Provider's Personnel must be performed to the same standards as stated in this Agreement.
- 34.4 The Service Provider will not, as a result of any subcontracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of any subcontracted Personnel as though they were the actions of the Service Provider itself.
- 34.5 The Service Provider must not assign or attempt to assign any rights under this Agreement without Tetra Tech International Development's written consent.

## **35 PERFORMANCE ASSESSMENT**

- 35.1 The Service Provider acknowledges and agrees that DFAT may issue a Service Provider performance assessment in relation to this Agreement.
- 35.2 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
- 35.3 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.

## **36 COMPLIANCE WITH CUSTOMER AND TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES AND PROCEDURES**

- 36.1 The Service Provider and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the Partner Country.
- 36.2 The Service Provider must ensure that it and its Personnel comply with DFAT and Commonwealth Government policies and guidelines applicable to the Services, including where relevant:
  - (a) *Right to Freedom From Slavery and Forced Labour*, accessible on the Attorney-General's Department website at: <https://www.ag.gov.au/rights-and-protections/human-rights-and-anti-discrimination/human-rights-scrutiny/public-sector-guidance-sheets/right-freedom-slavery-and-forced-labour>
  - (b) *Counterterrorism Policy and Development Approaches to Countering Violent Extremism: Policy Framework and Guidance Note*, accessible online on the DFAT website at: <https://www.dfat.gov.au/aid/topics/development-issues/Pages/development-approaches-to-countering-violent-extremism>
  - (c) *Child Protection Policy* and in particular, the child protection compliance standards at Attachment 1 of DFAT's *Child Protection Policy*, accessible on the DFAT website at <https://www.dfat.gov.au/about-us/publications/pages/child-protection-policy>;

- (d) *Preventing Sexual Exploitation, Abuse and Harassment Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment>
- (e) *Disability Inclusive Development Guidance Note*, accessible on the DFAT website at: [Disability Inclusive Development Guidance Note \(dfat.gov.au\)](https://www.dfat.gov.au/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program), and the Accessibility Design Guide: Universal Design Principles for Australia's Aid Program, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program>. Note that this requires where applicable, the involvement of people with disabilities, increasing inclusion related to a range of disabilities, and ensuring universal accommodation and accessible information.
- (f) *Foreign Bribery Guidelines*, accessible online on the Attorney General's website at: <https://www.ag.gov.au/crime/foreign-bribery>
- (g) *Fraud Control Policy and Fraud Control Toolkit for Funding Recipients*, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/fraud-control-toolkit-for-funding-recipients>
- (h) *Promoting Opportunities For All – Gender Equality and Women's Empowerment*, accessible on the DFAT website at <http://www.dfat.gov.au/about-us/publications/Pages/promoting-opportunities-for-all-gender-equality-and-women-s-empowerment.aspx>;
- (i) *Family Planning and the Aid Program: Guiding Principles*, accessible on the DFAT website at: <http://dfat.gov.au/about-us/publications/Pages/family-planning-and-the-aid-program-guiding-principles.aspx>;
- (j) *Environmental and Social Safeguards Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/aid/topics/aid-risk-management/Pages/environmental-and-social-safeguards>, and the environmental management and protection actions in the *Environment Management Guide for Australia's Aid Program (2012)* accessible online at: [https://acfid.asn.au/sites/site.acfid/files/resource\\_document/Environment-management-guide-2012-summary-AusAid.pdf](https://acfid.asn.au/sites/site.acfid/files/resource_document/Environment-management-guide-2012-summary-AusAid.pdf)
- (k) DFAT's Environmental Management System outlined in the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au). Note that this requires, where relevant to the Services:
  - 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 Tetra Tech International Development or DFAT; and
  - C. comply with all relevant environmental laws and regulations of the jurisdiction of the Principal Place of Services.
- (l) *Commonwealth Procurement Rules* and Guidelines which require supplier practices to be efficient, effective, economic and ethical, accessible on the Department of Finance website at: <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>.

36.3 The Service Provider must abide by any policies and procedures that Tetra Tech International Development requires, as varied from time to time.

- 36.4 The Service Provider will sign the Code of Conduct and Client Service Standards as attached at Schedule 4.

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

- 37.1 The Service Provider must immediately notify Tetra Tech International Development if the Service Provider, including its Personnel is:
- (a) subject to a change in Control of its legal entity;
  - (b) on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
  - (c) 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;
  - (d) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
  - (e) temporarily suspended from tendering by a donor of development funding; and/or
  - (f) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 37.2 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 Agreement.

### **38 SECURITY AND CYBER SECURITY**

- 38.1 the Service Provider is responsible for the security of Personnel and must ensure that both the Service Provider and its Personnel comply with this clause 38.
- 38.2 If the Service Provider is required to access or otherwise gains access to official information or security classified information, it agrees to comply and manage its system in accordance with all relevant security requirements specified in *the Commonwealth Protective Security Policy Framework*.
- 38.3 The Service Provider must take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Cyber Security Incident on the Service Provider's information technology systems that accesses, transmits or stores any Tetra Tech International Development or DFAT Confidential Information or any other Data connected with this Agreement, including but not limited to, Contract Material, or Personal Information.
- 38.4 At Tetra Tech International Development's request in a notice, the Service Provider must provide details of the Service Provider's security measures in place to reduce the risk of a Cyber Security Incident on the Service Provider's information technology systems.
- 38.5 If the Service Provider becomes aware of a Cyber Security Incident on the Service Provider's information technology systems, the Service Provider must immediately notify:
- (a) Tetra Tech International Development (*and*, if this notification is not done by notice, by notice within one (1) business day); and
  - (b) if *required* by Tetra Tech International Development, advise the Australian Cyber Security Centre (ACSC).
- 38.6 The Service Provider must:
- (a) notify Tetra Tech International Development immediately on becoming aware of any security incident, Cyber Security Incident or *security* breach and comply with all Tetra



- Tetra Tech International Development directions to rectify the security issue, which may include notifying the Australian Cyber Security Centre or any other relevant body; and
- (b) participate in security reviews of its procedures at least annually as requested by Tetra Tech International Development and participate in any security audit in relation to the Agreement, providing full co-operation to Tetra Tech International Development or its independent auditors, including the Australian National Audit Office.

## **39 RECORDKEEPING AND AUDIT**

### ***Records of Work***

39.1 The Service Provider must:

- (a) keep full and accurate records relating to its performance and compliance with any of its obligations under this Agreement, including:
- i. the prevention, detection and investigation of Fraud;
  - ii. the disposition of supplies as agreed by Tetra Tech International Development, such as replacement, write-off or transfer to the Partner Country;
  - iii. receipt and expenses for Reimbursable Costs; and
  - iv. supporting documentation with sufficient details to enable the amounts payable by Tetra Tech International Development to be determined;
- (b) maintain the records:
- i. in a manner that enables them to be conveniently and properly audited; and
  - ii. for a period of at least 7 years from the date on which the records were created; and
- (c) give Tetra Tech International Development or its nominee (e.g. DFAT) access to those records on request.

### ***Access and Inspection***

39.2 The Service Provider must permit each of Tetra Tech International Development, DFAT, the Commonwealth Auditor-General, the Information Privacy Commissioner or Privacy Commissioner as appropriate at reasonable times and on reasonable notice, through their officers, agents or adviser authorised in their behalf, to:

- (a) access the Service Provider's premises;
- (b) examine, inspect, audit and copy any accounts and records relating to this Agreement or the Services;
- (c) provide all necessary facilities for this purpose; and
- (d) in the case of documents or records stored on a medium other than in writing, make available to Tetra Tech International Development (or its nominee) on request reasonable facilities necessary to enable a legible reproduction to be created.

39.3 In exercising its rights under this clause 39.2, Tetra Tech International Development must use reasonable endeavours not to unreasonably interfere with the Service Provider's performance of the Services in any material respect.

### ***Audit***

39.4 Tetra Tech International Development, or a nominee of Tetra Tech International Development (e.g. DFAT), may conduct audits relevant to the performance of this Agreement and/ or

compliance by the Service Provider with any of its obligations under this Agreement, including audits of the Service Provider's relevant:

- (a) operational practices and procedures;
- (b) project and financial management governance;
- (c) oversight practices and procedures;
- (d) invoices and reports;
- (e) Material (including records, books and accounts) in the possession of the Service Provider; and/or
- (f) other matters determined by Tetra Tech International Development (or its nominee) to be relevant to the performance of the Service Provider's obligations.

39.5 Where Tetra Tech International Development (or its nominee) has reasonable concerns regarding any item in clause 39.4, Tetra Tech International Development may issue the Service Provider with written notification of those concerns including outlining action to be undertaken by the Service Provider. These actions may include:

- (a) a request that the Service Provider provide Tetra Tech International Development (or its nominee) with additional documentation relating to the item of concern;
- (b) that a director of the Service Provider provide a statutory declaration confirming that the director has taken the actions requested by Tetra Tech International Development (or its nominee);
- (c) a Direction that the Service Provider participate in a Tetra Tech International Development or DFAT conducted internal audit; and/or
- (d) a direction that the Service Provider engage an independent, suitable organisation to undertake an assurance audit of the item or concern. The Service Provider must provide a copy of the audit report to Tetra Tech International Development within 7 days after receipt by the Service Provider

39.6 The Service Provider must respond to any notice received under clause 39.5 above within 14 Business Days or such longer period agreed between the parties.

39.7 If Tetra Tech International Development (or its nominee) directs the Service Provider, in accordance with clause 39.5 to engage an independent, suitable organisation to undertake an assurance audit, it must do so at the Service Provider's cost, and the Service Provider must comply with any directions given by Tetra Tech International Development (or its nominee) regarding terms of reference or required auditing standards, including the type of assurance required from the audit appropriate to the circumstances. Tetra Tech International Development must approve the terms of reference.

39.8 Where a direction has been made under clause 39.7, Tetra Tech International Development may, at its discretion, not make any further payments owed to the Service Provider pending certification of the reliability of the Service Provider's management systems and the veracity of the invoicing procedures and practices, and the eligibility of claims for payment.

39.9 This clause applies for the term of this Agreement and for a period of 7 years from the date of its expiration or termination.

39.10 The requirement for access and participation in audits does not in any way reduce the Service Provider's responsibility to perform its obligations in accordance with this Agreement.

39.11 Each Party is to bear its own costs in relation to:

- (a) any access and inspection of the Service Provider’s premises in accordance with clause 39.2; or
- (b) audit of the Service Provider undertaken in accordance with this clause 39.4

**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 [REDACTED] by:

Name (Print)

Name of Witness (Print)

Signature

Signature of Witness

Date

Date

# SCHEDULE 1

## 1. SCOPE OF SERVICES

The Service Provider will supply the following Goods and Services:

The scope defined in RFQ Part B will be incorporated here during contract formation.

○

### Deliverables:

#	Deliverable	Delivery Date	Price (GST excl.)
P	Prototypes of		
1.	Completed xxxx held in secure storage at the factory		
2.	Columns xxxx delivered to site and signed off by the Employer		
3.	...		
TOTAL PRICE (GST excl.)			

**Note:** Attachment A is a template invoice which if populated correctly TTID will accept as a “Correctly Rendered Invoice”.

#	Meeting Type	Meeting date/ location	Required Service Provider attendees
1.	Weekly Meeting	Online	Fabricator Manager

#	Report type	Report due date	Responsibility
1.	Progress Reports	Fortnightly	Fabricator Manager
2.	Completion Report	On completion	Fabricator Manager

## 2. SPECIAL CONDITIONS

### Performance Criteria/ Compliance Testing

#	Goods	Performance Criteria	Detail
1.	Goods and Services	Clause 3 Requirements	As set out in: Te KAI_RequestForQuote_Prefabrication OIM (Part B)

### Insurance policies:

Within 14 working days of the Contract signing, the Supplier will provide evidence of the following insurances:

The Service Provider must have the following Insurance Policies through Kiribati Insurance Corporation:	
<b>Property and materials insurance</b>	The materials provided by the Principal and building modules manufactured by the Supplier must be insured by the Supplier against damage by fire, theft, flooding or other accident or malicious intent, from pick-up of the materials to hand-over of the building modules to the Main Contractor on site.
<b>Workers' Compensation</b>	<p>The workers' compensation is a comprehensive system designed to cater for and compensate for any accidents and injuries encountered by workers during the performance of their duties, as specified under the work schedules and the governing legislation under Cap 102.</p> <p>The employer bears the primary financial responsibility for this insurance expense.</p>
<b>Public Liability</b>	This is designed more to face your liability you might incur in course or running your own business or simply liability that you might face in your daily activity. Should any liability incurred owing to the latter above, and further to the Corporation's terms and conditions of this said policy, the party in question shall be indemnified to up the limit on the Policy. Overall, this general insurance provides the miscellaneous cover aimed at different situations and different circumstance depending on the nature of the need required, whether individually or as an entrepreneur or as head of any Ministerial organization
<b>Total Value of all materials delivered to the factory</b>	XXXXXXX
<b>Total value of all completed columns and trusses delivered to site</b>	XXXXXXX

## SCHEDULE 2

### AGREEMENT DETAILS

SERVICE PROVIDER:	XXXXX
PROJECT:	Open Integrated Market Part of the Kiribati-Australia Infrastructure (Te KAI) Program
COMMENCEMENT DATE:	13 February 2026
COMPLETION DATE:	XXXXX
LOCATION:	Betio, Tarawa, Kiribati
PARTNER COUNTRY:	Kiribati
CUSTOMER:	Tetra Tech International Development Pty Ltd
HEAD CONTRACT:	Title: 76408/2 – Client-side Project Management Services Official Order

#### 1. PRICES

The total amount payable for the Services will not exceed the sum of up to: AUD XXXXXX excluding GST. Tetra Tech International Development is not 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 Directed by Tetra Tech International Development.

#### 2. MILESTONE PAYMENTS

Tetra Tech International Development will pay the Service Provider the Prices for the Services in instalments known as milestone payments as described in this schedule ("**Milestone Payments**").

Where a Milestone Payment is to follow acceptance of a report, Tetra Tech International Development is not obliged to make full payment until all of the outputs to be achieved by the Service Provider in the period covered by the report have been achieved to its satisfaction.

The Milestone Payments will be payable to the Service Provider progressively, on Tetra Tech International Development's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice.

Milestone Payments will be paid within 30 days of acceptance by Tetra Tech International Development of the milestones being completed to its satisfaction as summarised below:

### 3. MILESTONES:

Ref	Description of Milestone	Milestone Payment Amount AUD (Ex- GST)	Due Date	Means of Verification/ Acceptance
P	Prototype high priority items		TBC	Written acceptance by nominated Tetra Tech International Development Representative.
1.1	Set 1 manufacture		TBC	
1.2	Set 1 delivery		TBC	
2.1	Set 2 manufacture		TBC	
2.2	Set 2 delivery		TBC	
...	...			
TOTAL FEES			TBC	

### 4. 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:

Te KAI Team Leader, care of Construction Manager  
Tetra Tech International Development Pty Ltd  
Te KAI Office Betio  
[Email: TBC ]

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.

Subject to the provisions of the Agreement, on receipt of a correctly rendered invoice, Tetra Tech will pay the invoiced amount to the Service Provider's Nominated Account as detailed below:

**Bank:**

**Address:**

**Account Name:**

**BSB: Sort code:**

**Account Number:**

**SWIFT Code:**



## REPRESENTATIVES

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

Name: Michael Anterea

Position: Construction Manager

Telephone: +686 73011607

Email: [Mike.Anterea@tetrattech.com](mailto:Mike.Anterea@tetrattech.com)

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

Name:

Position:

Telephone:

Email: |

## ESCALATION REPRESENTATIVES- In the event of a dispute

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

Name: Dara Doldo

Position: Director, Infrastructure

Telephone: +61 8 8375 4402

Email: [Dara.Doldo@tetrattech.com](mailto:Dara.Doldo@tetrattech.com)

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

Name:

Position:

Telephone:

Email:

|

**SCHEDULE 3**

**SERVICE PROVIDER'S PROPOSAL**

**(Attach Pricing Schedule)**

# **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. Action up to and including termination of this agreement will be taken in the event of any Employee participating in corrupt conduct. Conduct that constitutes a criminal offence will be referred to the appropriate authority.

***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 termination of this agreement or other action.

**The Service Provider acknowledges that it has read and understood the above Code of Conduct and Client Service Standards.**

**The Service Provider will ensure that it and its Personnel (where applicable) comply with the Code of Conduct and Client Service Standards requirements, as applicable to them as employees of an independent contractor of Tetra Tech International Development Pty Ltd.**

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

Date:	
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**Acknowledged by Tetra Tech International Development**

Signature:	
Date:	