

Request for Tender (RFT) – AM-12562

to deliver

Youth Short Courses

for

Australia Awards Papua New Guinea (AAPNG)

Structure of Invitation

- Part A – Procurement Guidelines
- Part B – Scope of Services
- Part C – Technical Proposal and Assessment
- Part D – Pricing Schedule and Assessment
- Part E – Draft Services Agreement

Service Providers should carefully read Parts A to E.

Tenders deemed non-conforming by Tetra Tech International Development may be rejected.

Contents

PART A – PROCUREMENT GUIDELINES	1
1 INVITATION	2
1.1 <i>Tetra Tech International Development’s Requirements</i>	2
1.2 <i>Additions and Amendments</i>	1
1.3 <i>Accuracy of Invitation</i>	1
1.4 <i>The Use of Invitation</i>	1
1.5 <i>Procurement Process does not create a Contract</i>	1
2 STRUCTURE OF INVITATION.....	1
3 COMMUNICATION	1
3.1 <i>Contact Person</i>	1
3.2 <i>Requests for Clarification</i>	1
4 THE TENDER OFFER	2
4.1 <i>Format of Offer</i>	2
4.2 <i>Conforming Offer</i>	2
4.3 <i>Alternative Offers</i>	2
4.4 <i>Cost of Preparing the Offer</i>	3
5 LODGING AN OFFER	3
5.1 <i>Email</i>	3
5.2 <i>Late Offers</i>	3
5.3 <i>Validity</i>	3
5.4 <i>Tetra Tech International Development’s Use of The Service Provider’s Offer Materials</i>	3
6 CONSORTIA AND SUB-CONTRACTING	4
6.1 <i>Consortia</i>	4
6.2 <i>Sub-Contracting</i>	4
7 PROCUREMENT PROCESS CONDUCT.....	4
7.1 <i>The Service Provider’s Conduct</i>	4
7.2 <i>Tetra Tech International Development’s Conduct</i>	5
7.3 <i>Confidentiality</i>	5
7.4 <i>Commonwealth Procurement Rules and PGPA Act</i>	5
7.5 <i>Indigenous Procurement Policy</i>	5
7.6 <i>Disclosure of Information Provided by Service Providers</i>	5
8 EVALUATION PROCESS.....	6
8.1 <i>Evaluation</i>	6
8.2 <i>Discontinue Process</i>	7
8.3 <i>Shortlisting</i>	7
8.4 <i>Negotiation</i>	7
8.5 <i>Contract Formation</i>	7
9 GLOSSARY	8
9.1 <i>Definitions</i>	8
PART B – SCOPE OF SERVICES	9
1 ACTIVITY	9
1.1 <i>Client</i>	9
1.2 <i>Program</i>	9
1.3 <i>Short Course</i>	9
1.4 <i>Course duration and proposed delivery dates</i>	9
1.5 <i>Number of participants</i>	9
1.6 <i>Service Provider conditions for participation</i>	9
2 CONTRACT DETAILS	9
2.1 <i>Delivery</i>	9
2.2 <i>Contract Type</i>	9
2.3 <i>Basis of Payment</i>	9
2.4 <i>Contact Details</i>	10
3 ABOUT AUSTRALIA AWARDS	10
3.1 <i>Background</i>	10
3.2 <i>Goal & Objective</i>	10
3.3 <i>Outputs</i>	11
4 SHORT COURSE/S OVERVIEW.....	11

4.1	Context	11
4.2	Purpose	11
4.3	Learning Objectives	11
4.4	Short Course Requirements	12
4.5	Participant Profile	12
4.6	Certification	12
4.7	People-to-People Links	12
4.8	Gender Equality, Disability and Social Inclusion (GEDSI)	12
4.8.1	Gender Equality	12
4.8.2	Disability support	13
4.8.3	Social Inclusion	13
4.8.4	Considerations	13
4.9	Climate Change	13
5	DESIGN AND DELIVERY OF SHORT COURSES	13
5.1	Preparation	13
5.2	Structure and Delivery	14
5.3	Delivery	15
5.4	Communities of Practice (CoP)	16
5.5	Institutional Links	16
6	SERVICES	17
6.1	Promotion	17
6.2	Welfare Support	17
6.3	Monitoring and Evaluation	17
6.4	Reporting	18
7	FINANCIAL INFORMATION	18
7.1	Course Funding	18
7.2	Invoicing and Payment	18
7.3	Value for Money	18
8	MILESTONES	19
PART C – TECHNICAL PROPOSAL & ASSESSMENT		21
1	RESPONSE TO TENDER	21
2	SELECTION CRITERIA	21
3	TECHNICAL PROPOSAL	22
4	ANNEXURES	23
4.1	Annex 1 – Draft Course Program/s	23
4.2	Annex 2 – Personnel Table	23
4.3	Annex 3 - Statutory Declarations	24
PART D - PRICING SCHEDULE & ASSESSMENT		26
1	FINANCIAL PROPOSAL	26
2	APPROACH TO THE FINANCIAL PROPOSAL	26
3	LIMITED INFORMATION REQUIRED FOR PRICE ASSESSMENT	26
4	CONTENT OF FINANCIAL PROPOSAL	26
4.1	Financial Proposal Criteria	26
5	RETENTION OF PRICE COMPONENT OF TENDERS BY TETRA TECH INTERNATIONAL DEVELOPMENT	27
6	ESCALATION	27
7	GOODS AND SERVICES TAX (GST)	27
PART E - DRAFT CONTRACT & NEGOTIATION LOG		28
<u>PART E - DRAFT CONTRACT & NEGOTIATION LOG</u>		ERROR! BOOKMARK NOT DEFINED.

RFT – AM-12562

Part A – Procurement Guidelines

Invitation to Tender

You are invited to submit a tender for the provision of:	Australia Awards Papua New Guinea (AAPNG) Youth Short Courses (AM-12562)
--	---

Principal

Tetra Tech International Development Pty Ltd
ABN 63 007 889 081 of Ground Floor, 422 King William St, Adelaide SA 5000

Tetra Tech International Development's Requirements

Tetra Tech International Development, the Managing Contractor for the Australia Awards Papua New Guinea (AAPNG) is seeking Service Providers to tender for the design and delivery of the Youth Short Courses. Tenders are sought in accordance with the AAPNG Short Course Guidelines and as per the details more fully described in this Request for Tender (RFT) documentation. Details of the Short Course/s are included in Part B – Scope of Services.

To tender to design and deliver the Short Course/s the Service Provider must be a Registered Training Organisation (RTO) in Australia, or an Australian tertiary institution as defined in the *Higher Education Support Act, 2003* Table A, B and C.

AAPNG will exclude a Service Provider on the grounds of bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract with Tetra Tech International Development or AAPNG.

Timetable

Activity	Date
Invitation Issue Date	7 May 2025
Last Queries Date	20 May 2025 (5pm AEST)
Closing Date and Time	3 June 2025 (5pm AEST)
Completion of evaluation	Early June 2025*
Notification to successful Service Providers(s)	Mid June 2025*
Contract executed	End of June 2025*
Notification to unsuccessful Service Providers(s)	Mid June 2025*
Contract commencement	30 June 2025*

* (subject to DFAT approval of the procurement report)

Offers and Lodgement

Alternative Offers	Alternative Offers may be submitted	<input checked="" type="checkbox"/> No
--------------------	-------------------------------------	--

Multi-year tender	<input checked="" type="checkbox"/> Yes
Lodgement (electronic)	tenders@australiaawardspng.org
Offer Validity Period	90 days from Closing Date and Time

Contact

Name	Manager, Contracts and Procurement
Email	tenders@australiaawardspng.org

Evaluation Criteria

The evaluation criteria include, but are not limited to, the following:

- Capability
- Personnel
- Course Design and Delivery
- Innovation and Value-Add
- Institutional Capacity Building
- Pricing Schedule

Specific Requirements

In performing any part of this Contract whether within or outside of Australia, the Service Provider and its Personnel and Sub-Contractors must comply with all DFAT policies as applicable including:

- a) the child protection compliance standards in the Child Protection Policy
- b) Australia's International Disability Equity and Rights Strategy
- c) the Family Planning and the Aid Program: Guiding Principles (2009)
- d) information accessibility requirements contained in the Accessibility Design Guide: Universal design principles for Australia's aid program
- e) the Environment Management Guide for Australia's Aid Program (2012) and the Environment Protection Policy (2014)
- f) Gender Equality and Women's Empowerment Strategy 2016
- g) Fraud and Corruption Control to support ethical business practices, and the prosecution of those who engage in illegal practices.
- h) Counter-Terrorism to ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism
- i) Commonwealth Procurement Rules
- j) Commonwealth Grant Rules and Principles
- k) Preventing Sexual Exploitation, Abuse and Harassment Policy

In performing any part of the requirements personnel of the Service Provider must also sign and comply with Tetra Tech International Development Code of Conduct and Client Service Standards.

1 Invitation

1.1 Tetra Tech International Development's Requirements

Tetra Tech International Development invites Service Providers to make an Offer in accordance with this Invitation for the provision of Tetra Tech International Development's Requirements.

1.1 Additions and Amendments

Tetra Tech International Development may amend or add to the information in this Invitation or the Specifications at any time before the Closing Date and Time and may extend the Closing Date and Time to enable the Service Provider to amend their Offer.

1.2 Accuracy of Invitation

Tetra Tech International Development makes no promise or representation that any factual information supplied in or in connection with this Procurement Process or Invitation is accurate.

Information is provided in good faith and Tetra Tech International Development will not be liable for any omission from this Invitation.

1.3 The Use of Invitation

Without the express prior written consent of Tetra Tech International Development, the Service Provider must not re-produce, re-advertise and/or in any way use the contents of this Invitation either in whole or in part, other than for the purpose of preparing and lodging an Offer.

1.4 Procurement Process does not create a Contract

The Service Provider's participation in this Procurement Process, (including the preparation and lodgement of the Offer), is at the Service Provider's sole risk.

Nothing in this Invitation, the Procurement Process, or the Service Provider's Offer must be construed as creating any binding contract or other legal relationship (express or implied) between the Service Provider and Tetra Tech International Development.

2 Structure of Invitation

This Invitation consists of five parts:

- *Part A - Procurement Guidelines*: contains general information about the Procurement Process and the Offer.
- *Part B - Scope of Services*: sets out Tetra Tech International Development's Requirements in detail.
- *Part C - Technical Proposal and Assessment*: sets out the format and information required in the Offer. The Service Provider must complete and submit all parts of the Part C Response Schedule and use templates where provided.
- *Part D - Pricing Schedule and Assessment*: sets out the costing requirements and the like-for-like assessment approach. The Service Provider must complete the Pricing Schedule.
- *Part E - Draft Services Agreement*: contains the proposed terms and conditions of the Contract that may be entered into between the Service Provider and Tetra Tech International Development if the Service Provider's Offer is successful. A negotiation log is included for the Service Provider to complete as part of the RFT submission to streamline contract finalisation if appointed as successful tenderer.

3 Communication

3.1 Contact Person

The Service Provider may only communicate with the Contact Person (listed on the front page of this document) about this Invitation, and that contact must be in writing.

3.2 Requests for Clarification

Up to and including the Last Queries Date, the Service Provider may submit a query or request for further information in writing to the Contact Person.

Tetra Tech International Development does not guarantee that it will respond to any query, particularly queries received after the Last Queries Date.

Tetra Tech International Development reserves the right in its' discretion to inform all other Service Providers of any question or matter any Service Provider may raise and the response given (but may choose not to do so).

Tetra Tech International Development is not obliged to consider any clarification from any Service Provider that it considers to be unsolicited or otherwise impermissible.

Additional information about this Invitation and any Addendum developed will be made available on:

- Tetra Tech International Development: <https://intdev.tetrattech.com.au/partner-with-us/>
- Australian Tenders: <https://www.australiantenders.com.au/>
- AusConnect: <https://ausconnect.dfat.gov.au/>

4 The Tender Offer

4.1 Format of Offer

The Offer must be completed using the Part C, D and E, (unless the Service Provider is otherwise directed).

The Offer must:

- a) be submitted in the name of the entity with which Tetra Tech International Development would enter into the contract and include the name of the person authorised to negotiate and conclude a contract.
- b) be formatted in font type Arial, no smaller than 10 point and in single column format.
- c) not contain the Tetra Tech International Development or DFAT logo on any Tender documentation.
- d) submit the Pricing Schedule (Part D) of the Tender as a separately sealed attachment.
- e) submit the negotiation log (Part E) of the Tender as a separate attachment.
- f) be in English.
- g) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled.
- h) quote prices in Australian Dollars that are GST exclusive and, in relation to GST, must state where the GST is applicable and show that amount separately.
- i) stipulate fixed prices (unless otherwise specifically required or indicated).
- j) be concise and only provide what is sufficient to present a complete and effective response. Tetra Tech International Development may disregard any content in an Offer that is illegible.

4.2 Conforming Offer

The Service Provider must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Service Provider that includes all requested information, in the form requested, and is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria.

4.3 Alternative Offers

The Service Provider may also submit an additional Alternative Offer if this option is specified in the Reference Schedule.

Where the Service Provider proposes an Alternative Offer, the Service Provider must:

- a) first submit a Conforming Offer
- b) identify, in detail, the proposed alternative approach or solution
- c) specify how the Alternative Offer differs from the Conforming Offer (including the effect(s) on any pricing)
- d) state the reasons for each instance of change

- e) clearly demonstrate how the Alternative Offer is beneficial to Tetra Tech International Development.

4.4 Cost of Preparing the Offer

The Service Provider is solely responsible for the cost of preparing and submitting the Offer(s) and all other costs arising from the Service Provider's participation in the Procurement Process.

5 Lodging an Offer

The Closing Date and Time for lodging the Offer(s) is nominated in this Invitation. Tetra Tech International Development may extend the Closing Date and Time in its absolute discretion.

5.1 Email

If the Service Provider is lodging an Offer via email, the Service Provider must satisfy the requirements for email lodgement specified in this Invitation.

The Service Provider must virus check any Offer (including all constituent files and/or documents) before lodging via email.

The Service Provider is encouraged to lodge the Offer at least two hours before the Closing Date and Time.

Where an Offer is lodged via email, each lodgement will be regarded as full and complete. If the Service Provider needs to modify a single document or a group of documents, the Service Provider will need to submit all documents again.

Offer(s) lodged via email cannot exceed 10MB.

5.2 Late Offers

If an Offer is lodged after the Closing Date and Time, it may be ineligible for consideration unless:

- a) Tetra Tech International Development determines in its sole discretion that Tetra Tech International Development has caused or contributed to the failure to lodge by the Closing Date and Time; or
- b) Tetra Tech International Development decides that exceptional circumstances exist which warrant consideration of the late Offer and that acceptance of the late Offer does not compromise the integrity of the Procurement Process.
- c) Tetra Tech International Development in its sole and absolute discretion reserves the right to consider a late tender.

5.3 Validity

By lodging an Offer, the Service Provider agrees that the Offer will remain open for acceptance by Tetra Tech International Development for the validity period specified in this Invitation.

5.4 Tetra Tech International Development's Use of The Service Provider's Offer Materials

Upon lodgement, the Service Provider's Offer Materials will become the property of Tetra Tech International Development.

Intellectual Property owned by the Service Provider or any third parties forming part of the Offer Materials will not pass to Tetra Tech International Development with the physical property comprising the Offer Materials. However, the Service Provider acknowledges and agrees that the Service Provider has the authority to grant to Tetra Tech International Development an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Offer to the extent necessary to conduct the Evaluation and in the preparation of any resultant contract.

6 Consortia and Sub-Contracting

6.1 Consortia

If the Service Provider is a member of a consortium, then the Offer must stipulate which part(s) of Tetra Tech International Development's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of Tetra Tech International Development's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

Tetra Tech International Development will treat the Service Provider as the preferred Contact Person for any consortium Offer.

6.2 Sub-Contracting

If the Offer relies on a sub-contracting arrangement, then the Service Provider must stipulate in the Offer the tasks that the proposed sub-contractor(s) would undertake. The Service Provider will remain legally responsible for meeting Tetra Tech International Development Requirements.

7 Procurement Process Conduct

7.1 The Service Provider's Conduct

The Service Provider must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not employ or engage the services of any person who has a duty to Tetra Tech International Development as an adviser, consultant or employee (or former adviser, consultant or employee) who has been substantially involved in the design, preparation, appraisal, review and/or daily management of this activity
- d) not offer any incentive to, or otherwise attempt to influence, any employee of Tetra Tech International Development or any member of an evaluation team at any time
- e) not engage in any collusive or anti-competitive conduct with any Service Provider
- f) comply with all laws in force in South Australia applicable to this Procurement Process
- g) disclose whether the Service Provider is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- h) not issue any news releases or responses to media enquiries and questions regarding this Procurement Process or this Invitation without Tetra Tech International Development's written approval.
- i) The Service Provider must not be named as not complying with the Workplace Gender Equality Act 2012 (Cth);
- j) The Service Provider must not be listed on the World Bank List or any similar List maintained by a development donor or is the subject of an informal investigation or temporary suspension which could lead the Service Provider becoming so listed;
- k) The Service Provider must not be subject to an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of any workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is subject, that the Service Provider has fully complied, or is fully complying with the Court or Tribunal order; and
- l) The Service Provider agrees to contract as a single legal entity.

If the Service Provider acts contrary to the expectations outlined above, Tetra Tech International Development reserves the right (regardless of any subsequent dealings) to exclude the Service Provider's Offer from further consideration.

The successful Service Provider will be required to complete the Tetra Tech Safeguard Screening Questionnaire prior to receiving a contract. Where adequate terms do not already exist, and as

relevant to the services, the successful Service Provider will be required to adopt mandated terms into its contracting process including but not limited to:

- a) fraud and corruption.
- b) child protection.
- c) Prevention of Sexual Exploitation, Abuse and Harassment (PSEAH).
- d) modern slavery.
- e) environmental protection.

7.2 Tetra Tech International Development's Conduct

Tetra Tech International Development will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality).
- b) give Service Providers the opportunity to compete fairly.

7.3 Confidentiality

The Service Provider must identify any aspect of the Offer that the Service Provider considers should be kept confidential including reasons. Tetra Tech International Development is not obliged to treat information as confidential and in the absence of any agreement to do so, the Service Provider acknowledges that Tetra Tech International Development has the right to publicly disclose the information.

Any condition in the Offer that seeks to prohibit or restrict Tetra Tech International Development's right to disclose will not be accepted.

Information supplied by or on behalf of Tetra Tech International Development is confidential to Tetra Tech International Development and the Service Provider is obliged to maintain its confidentiality. The Service Provider may disclose confidential information to any person that has a need to know the information for the purposes of submitting the Offer.

7.4 Commonwealth Procurement Rules and PGPA Act

Service Providers should be aware that the Commonwealth Procurement Rules ('CPRs') and the Public Governance Performance and Accountability Act Rules 2013 (Cth) ('PGPA Act') as amended from time to time, apply to this RFT. The CPRs are available at the Australian Department of Finance website.

7.5 Indigenous Procurement Policy

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

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

However, in completing Part C, Service Providers are encouraged to provide information on how their organisation or tender proposal stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a sub-contractor, and / or use of Indigenous suppliers in the Service Provider's supply chain.

7.6 Disclosure of Information Provided by Service Providers

Tetra Tech International Development's selection process for services is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing Tenders, Tetra Tech International Development is required to pass Tenders to Commonwealth Government

Departments and Agencies as Tetra Tech International Development sees fit and to relevant Ministers and Parliamentary Secretaries.

It is Tetra Tech International Development policy not to divulge to a Service Provider information that has been provided in-confidence by another.

Service Providers should note that the Freedom of Information Act 1982 (The Act) gives members of the public rights of access to official documents of the Commonwealth Government and its Agencies. The Act extends, as far as possible, rights to access information in the possession of the Commonwealth Government and its Agencies, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

8 Evaluation Process

8.1 Evaluation

Tetra Tech International Development will evaluate and assess only those tenders determined to be complying with the requirements of the Tender Documents. The evaluation of tenders will be on a 'value for money' basis in accordance with Australian Commonwealth Procurement Rules, including but not limited to the following:

- Capability.
- Personnel.
- Design and Delivery.
- Innovation and Value-Add.
- Institutional Capacity Building.
- Pricing Schedule.

Tetra Tech International Development reserves the right to negotiate a successful tender with any of the Service Providers in the event that none of the tenders received fully meet the evaluation criteria.

Tetra Tech International Development reserves the right to accept or reject any tender at any time prior to the award of a contract, without thereby incurring any liability to the affected Service Provider/s.

Tetra Tech International Development reserves the right to reject all tenders before re-calling tenders from any source including those Service Providers who have already submitted tenders.

In evaluating Offers Tetra Tech International Development will consider:

- a) the Evaluation Criteria.
- b) the overall value for money of the Offer.

Where mandatory criteria are specified and the Offer does not comply with these criteria, Tetra Tech International Development may choose not to further evaluate the Offer.

Tetra Tech International Development may seek the advice of external consultants to assist Tetra Tech International Development in evaluating the Offers.

Tetra Tech International Development may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Offers
- b) accept all or part of an Offer
- c) invite any person or entity to lodge an Offer
- d) allow a Service Provider to change its Offer
- e) consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) an Offer lodged other than in accordance with this Invitation
- f) seek further information from the Tenderer regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Tenderer or the Tenderer's key personnel

- g) seek and evaluate relevant financial viability data concerning any Service Provider's business and related entities including seeking any assistance from third party providers
- h) make enquiries of any person or entity to obtain information about any Service Provider and its Offer (including but not limited to the referees)
- i) seek clarification of any technical, commercial, risk or other matters at any stage, and may seek a Best and Final Offer in respect of the offer provided by each Tenderer.
- j) visit facilities operated by any Service Provider, proposed subcontractors of any Service Provider and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).
- k) is not bound to accept the lowest priced, highest technical or any Tender.

8.2 Discontinue Process

Tetra Tech International Development may decide not to proceed any further with the Procurement Process for Tetra Tech International Development's Requirement.

8.3 Shortlisting

Tetra Tech International Development may choose to shortlist some Service Providers and continue evaluating Offers from those shortlisted Service Providers. Tetra Tech International Development is not at any time required to notify the Service Provider or any other person or organisation interested in making an Offer of its intentions or decision to short-list.

8.4 Negotiation

Tetra Tech International Development may choose to:

- a) enter into negotiations with the Service Provider (including parallel negotiations with more than one Service Provider) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters.
- b) re-evaluate Offers generally after any negotiation.
- c) suspend, discontinue or terminate at any time negotiations with the Service Provider or any other person or organisation.
- d) negotiate with the Service Provider for the provision of any part of Tetra Tech International Development's Requirement and negotiate with any other Service Provider with respect to the same or other parts of Tetra Tech International Development Requirement and to enter into one or more contracts for part or parts of Tetra Tech International Development's Requirement.
- e) negotiate at any time with any organisation that is not a Service Provider and enter into a contract in relation to Tetra Tech International Development's Requirement or any part of Tetra Tech International Development's Requirement with that organisation on such terms as Tetra Tech International Development, at its absolute discretion, considers appropriate.
- f) seek best and final offers from all or some of the Service Providers. Irrespective of Tetra Tech International Development's right to negotiate and/or seek a best and final offer, The Service Provider is bound by the Offer, and if selected, the Service Provider must be willing to enter into a contract on the basis of the Offer.

8.5 Contract Formation

Tetra Tech International Development may make partial or multiple awards of contract for selected portions of Tetra Tech International Development's Requirement or accept a portion or the whole of any Offer at the price or prices proposed or subsequently agreed.

No legal relationship will exist between a Supplier and Tetra Tech International Development for the supply of Tetra Tech International Development's Requirement until such time as a binding contract is executed by both parties.

Tetra Tech International Development intends to contract based on the Draft Contract contained in Part E of this RFT. By submitting a Tender, the Tenderer agrees to the Services-Specific and

Standard Conditions of Tender, including the Draft Contract. Any non-compliance with the Draft Contract must be documented in Part E – Negotiation Log.

9 Glossary

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

- a) "Alternative Offer" is an alternative or innovative offer which provides a value for money solution that meets Tetra Tech International Development's Requirements.
- b) "Closing Date and Time" means the date and time nominated in this Invitation by which Offers are required to be lodged.
- c) "Conforming Offer" means an Offer by the Service Provider that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria.
- d) "Contact Person" means the person authorised by Tetra Tech International Development to communicate with Service Providers about the Procurement Process.
- e) "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules.
- f) "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade.
- g) "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1.
- h) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, or other form of intellectual property and the right to registration and renewal of the intellectual property.
- i) "Invitation" means this document inviting Service Providers to lodge an Offer.
- j) "Last Queries Date" means the date nominated in this Invitation as the last date for Service Providers to seek information or clarification of any matters relating to this RFT.
- k) "Mandatory Criteria" means the criteria considered by Tetra Tech International Development to be critical and identified in this Invitation.
- l) "Offer" means the documents constituting an offer lodged by a Service Provider to meet Tetra Tech International Development's Requirement in accordance with this Invitation.
- m) "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Service Provider in relation to an Offer arising out of this Invitation.
- n) "Part" means a part of this Invitation.
- o) "Procurement Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Tetra Tech International Development) or upon the earlier termination of the process.
- p) "Specification" means the information about Tetra Tech International Development's Requirement described in Part B.
- q) "Service Provider" means any person or organisation responding to this Invitation by lodging an Offer.

RFT – AM-12562

Part B – Scope of Services

Scope of Services

1 Activity

1.1 Client

Tetra Tech International Development Pty Ltd

1.2 Program

Australia Awards Papua New Guinea (AAPNG)

1.3 Short Course

Youth Short Courses

1.4 Course duration and proposed delivery dates

The proposed Short Courses include up to eight (8) professional learning workshops and/or study tours delivered from 1 July 2025 to 30 June 2027. These will include a range of two-week or four-week professional learning workshops in PNG and one-week study tours to Australia addressing each theme of the target sector.

The final delivery dates and locations will be determined in consultation with DFAT and the preferred Service Provider.

1.5 Number of participants

Up to 30 participants

1.6 Service Provider conditions for participation

The Service Provider must be a registered training organisation (RTO) in Australia, or an Australian tertiary institution as defined in the *Higher Education Support Act, 2003* Table A, B and C.

2 Contract Details

2.1 Delivery

Tasks must be performed by a qualified and competent team. The team's size and allocation should be proportionate to complexity and length of the Short Course/s. Service Providers should consider optics of larger delivery teams in country and ensure value for money and efficiencies are considered (e.g. core delivery team with inputs remotely from a range of key experts).

2.2 Contract Type

Service Agreement to be negotiated between Tetra Tech International Development and the Service Provider.

Service Agreement will include all activities detailed in this Scope of Services.

2.3 Basis of Payment

- Personnel Costs - DESIGN
- Personnel Costs - DELIVERY
- Fixed Management Fees
- Reimbursable Expenses

2.4 Contact Details

Email: tenders@australiaawardspng.org

3 About Australia Awards

3.1 Background

Australia Awards Papua New Guinea (AAPNG) supports Papua New Guinea (PNG) to achieve its development goals through education, knowledge transfer, and institutional capacity strengthening, and through building enduring people-to-people linkages between Australia and PNG. The Program Objective is to support institution-to-institution partnerships and inclusive collaborations, people-to-people links, high quality education and the strengthening of accredited training institutions in PNG.

The program incorporates the following components:

- **In-Australia Scholarships** for Papua New Guineans to undertake long-term study in Australia, primarily at the postgraduate level.
- **In-PNG Scholarships** for Papua New Guineans to undertake long-term study in PNG to meet critical workforce gaps
- **Short Courses** for Papua New Guineans to undertake targeted skill development or accredited learning in Australia or PNG
- **Higher Education Partnerships** that strengthen capacity of selected PNG higher education institutions, both academic and management systems and processes
- **Scholar & Alumni Engagement** which provides opportunities for scholars and alumni so that they can actively contribute to the PNG's social and economic development.

These program components all contribute to achievement of three End of Program Outcomes (EOPO) and five Intermediate Outcomes (IO):

- End of Program Outcomes:
 - o EOPO 1: Diverse alumni use their skills, knowledge, and networks to contribute to the sustainable development in PNG.
 - o EOPO2: Diverse alumni contribute to cooperation between Australia and PNG.
 - o EOPO 3: Strengthened PNG tertiary institutions produce quality in-demand graduates.
- Intermediate Outcomes:
 - o IO 1: Diverse alumni gain the necessary skills, knowledge, networks, voice, and agency to contribute to sustainable development in priority areas.
 - o IO 2: Diverse alumni access relevant and useful networks and relationships, contributing to positive PNG-Australia engagement.
 - o IO 3: Women, people with a disability, those from remote areas, and other marginalised groups access and complete Australia Awards.
 - o IO 4: Select Papua New Guinean higher education institutions partner with Australian tertiary institutions to strengthen teaching, learning, and enabling environments.
 - o IO 5: Select partner higher education institutions demonstrate improvements to targeted management, education and service delivery practices, policies, and performance standards.

This tender opportunity relates to Short Courses.

3.2 Goal & Objective

Goal: PNG supported to achieve its development goals through education, knowledge transfer, and institutional capacity building, and enduring relationships are built with Australia.

Objective: Institution-to-institution partnerships and inclusive collaborations supported, people-to-people links forged, high-quality education supported, accredited training institutions in PNG strengthened.

AAPNG supports PNG to achieve its development goals through education, knowledge transfer, and institutional capacity building, by building and maintaining enduring relationships with Australia. This

is achieved through institution-to-institution partnerships and inclusive collaborations that produce high quality education and strengthens accredited training institutions in PNG.

AAPNG offers the next generation of leaders in PNG opportunities to acquire professional and technical knowledge and skills relevant to the priorities of the Government of PNG (GoPNG). AAPNG ensures opportunities are provided for women, people with disability and people from rural and remote locations.

3.3 Outputs

All Short Courses delivered under AAPNG are required to:

- Contribute to AAPNG goal, objective and EOPOs.
- Respond to Australian Government and GoPNG workforce gaps and priorities.
- Meet participant learning and development needs, resulting in a new skill and/or qualification.
- Provide networking opportunities with Australians, and exposure to Australian organisations and culture.

4 Short Course/s Overview

4.1 Context

Young people under 25 years of age account for around 60% of the population and are critical to the Papua New Guinea's development. Despite their potential, many face limited access to formal education, limited job training opportunities and a high unemployment rate. The Papua New Guinea Medium-Term Development Plan IV 2023-2027 (MDTP IV) and the Australia-PNG Development Partnership Plan 2024-2029 (DPP) highlight youth empowerment as a national priority. Strategic investment in youth capacity development is required to unlock their contribution to sustainable growth, reduce social vulnerability, and promote national resilience.

4.2 Purpose

The purpose of these Short Courses is to equip young people with practical skills in project management, decision-making, financial literacy, ICT, and entrepreneurship. These Short Courses are designed to improve employability, support innovation, and foster active civic participation. The professional learning will contribute to long-term economic inclusion and youth leadership by providing young people with the tools to engage in meaningful employment or create their own opportunities.

4.3 Learning Objectives

This short course will support participants to build a demonstrated understanding of the following competencies:

1. **Apply sector-specific knowledge and skills** to address real-world challenges through hands-on, contextualised problem-solving and scenario-based learning.
2. **Critically assess policies, systems, and practices** within their sector to identify opportunities for innovation, inclusion, and improvement.
3. **Work collaboratively with peers and stakeholders** to design and implement a workplace project that promotes gender equality, resilience, sustainability, and social inclusion.
4. **Use digital tools and data literacy** to support planning, implementation, evidence-based decision-making, and evaluation of sector-specific programs.
5. **Reflect on personal leadership and professional development**, identifying how newly acquired skills can contribute to community impact and sectoral growth.

The curriculum and learning materials for the short course will be tailored—where possible—to reflect the cultural, political, and policy contexts of the target sector. This includes adapting case studies, reading materials, exercises, and practical activities. Final course content will be agreed upon by AAPNG and the nominated Service Provider.

4.4 Short Course Requirements

The youth focused Short Courses will aim to increase graduate employability through targeted upskilling and fostering entrepreneurialism. Each of the individual Short Courses will be designed to address one of the below themes. Service Providers are encouraged to consider additional themes / foci based on current best practice in the target sector and recommend these in their RFT response.

- i. Project Management: Building knowledge and understanding in best practice methodologies for effective program delivery.
- ii. Decision-Making: Using evidence-based practices to inform policy and procedures.
- iii. Budgeting and Compliance: Building financial management skills for effective reporting.
- iv. Monitoring and Evaluation: Building understanding on effective data collection and analysis.
- v. ICT: Strengthening skills in key technologies to support project delivery and innovation (e.g. Office 365, project management tools, AI and coding).

AAPNG will negotiate a standardised Service Agreement with the successful Service Provider, incorporating indicative base costings for two- and four-week Short Courses and one-week study tours. This agreement will allow AAPNG to work flexibly with the Service Provider to design and deliver Short Courses aligned to the target sectors and themes outlined above, as well as to accommodate additional themes recommended by the Service Provider based on current best practice and evolving sector needs.

4.5 Participant Profile

AAPNG will select up to 30 participants. Participants will represent the diversity of the target sector and include:

- at least 50% female.
- representation from metropolitan, regional and remote areas.
- people with disability.

All selected participants will:

- Have a minimum English proficiency equivalent of at least IELTS 6.5.
- Have education and/or equivalent work experience in the target sector.
- Currently work in the target sector or ancillary services.

4.6 Certification

For this Short Course participants will be awarded a Certificate of Achievement in Theme / Foci (e.g. Project Management). Where possible, participants will be awarded credit in line with the National Microcredentials Framework to support recognised prior learning.

4.7 People-to-People Links

Participants should be provided a range of opportunities to develop a deeper awareness of and connection to Australian people and culture, including indigenous Australians. A range of opportunities throughout the course should foster linkages on a professional and personal basis.

DFAT's Indigenous Diplomacy Agenda should be considered in course design and delivery.

People-to-People Links is a reportable output for all Short Courses.

4.8 Gender Equality, Disability and Social Inclusion (GEDSI)

AAPNG promote activities that support all people to fulfil their potential by addressing underlying factors to exclusion, and ensuring issues related to access and equity are addressed effectively.

4.8.1 Gender Equality

Gender equality and empowering women is an important part of achieving PNG's growth, development, and stability goals. The Australian Government aims to ensure at least 80 percent of aid investments effectively address gender equality issues.

4.8.2 Disability support

Supporting people with disability to realise their full potential promotes development, and improves the lives of people with disability, their families, and communities. While it is not mandatory for people with disability to be included in AAPNG activities, opportunities which aim to improve the access and inclusion of people with disability, either directly or as a secondary outcome, are strongly encouraged.

4.8.3 Social Inclusion

Several influential studies have shown a strong relationship between disadvantage and remoteness in PNG. This disadvantage is often manifested in poor learning outcomes. AAPNG strongly encourages opportunities which specifically address inclusion for people from remote and rural communities.

4.8.4 Considerations

Course content and delivery approaches should include, but not limited to:

- range of lecturers, facilitators and guest speakers that highlight the GEDSI diversity of the target sector.
- teaching practice and classroom culture that accounts for:
 - o learning styles of all participants, including limited experience in use of technology and research practices.
 - o participants who encounter barriers to full access to education opportunities due to disability, gender, or resources.
- case studies of transformative GEDSI approaches in target sector.
- Comparative GEDSI discussion on target sector similarities and differences between PNG and Australia.

Considerations should be tailored to the PNG context and recognise the varying backgrounds and understanding of participants. It should be delivered in a culturally sensitive manner.

GEDSI is a reportable output for all Short Courses.

4.9 Climate Change

Climate Change is a major risk to sustainable development and is threatening global efforts to eradicate poverty. Addressing the risks of Climate Change, as well as taking advantage of the opportunities from climate action – such as more climate-resilient economic growth, jobs and technologies – reinforces sustainable development and supports poverty reduction.

Development activities address Climate Change by lowering emissions, increasing a community's awareness, adaptation, and resilience and/or protecting biodiversity. DFAT's [Climate Change Action Strategy](#) should be considered in course design and delivery.

Climate Change is a reportable output for all Short Courses.

5 Design and Delivery of Short Courses

5.1 Preparation

The Service Provider will:

- Work collaboratively with AAPNG to strengthen Short Course/s design and ensure alignment to target sector requirements.
- Confirm participant requirements, delivery dates and arrangements for venues, logistics, travel, etc with AAPNG before implementing. This includes negotiating roles and responsibilities dependent on Short Course/s delivery location (e.g. PNG or Australia).
- Employ a course designer (this can be allocated to the course leader, or these two roles can be separate) to design a flexible and experiential program (including teaching, learning and site visits) that responds to the learning objectives.
- Allocate staffing in proportion to the complexity and length of a Short Course/s.

- Develop a reimbursable budget for the Short Course/s using an approved costing template.
- Finalise the schedules and content for the pre-course, course, post-course, scholar and alumni workshops, and webinars (where applicable) in consultation with AAPNG.
- Identify and sub-contract suitable experts, guest lecturers, site visit organisations, etc. to ensure a varied and contextualised learning experience, drawing on PNG experts and alumni where possible (AAPNG can assist with this).
- Prepare training / learning materials and provide online access for AAPNG and participants.
- Develop specific briefing materials and resources for the Short Course/s. This material will be emailed to the participants in advance.
- Develop program contingency plans in cases where mobilisation may be delayed.

5.2 Structure and Delivery

Delivery will need to be scheduled to minimise participants' absence from their workplaces. Organisations across PNG typically have limited resources to provide replacement staff when in-service training is undertaken.

While the Short Course/s may be structured in modules, it should be designed and delivered as a coherent whole. Participants should experience the best of the target sector using a range of interactive methods, well-informed presenters, case studies, reflective and planning sessions, and networking events with Australian peers (which may be through online engagement).

The course design should consider the following:

- Opportunities for flexible and experiential learning.
- Structured contact hours of at least five-days per week, ideally Monday to Friday from 9am to 5pm. This can be negotiated to be over weekends with weekdays off on a need's basis.
- Comprise a range of lectures, facilitated discussions, simulations, role plays and self-directed learning (outside of contact hours).
- Various site visits and networking events that showcase best practice in target sector and opportunities to engage with Australia (including online).
- Showcase digital learning opportunities through webinars and utilising online resources.
- Provide a basic English language skill building activity such as academic writing.
- Ensure people-to-people links, GEDSI and Climate Change are embedded across learning opportunities throughout the Short Course/s.
- Support participants in implementing their workplace project through providing critical feedback to the plan, further developing it during the Short Course/s and allowing opportunity for presenting the implemented project (e.g. rationale, objectives, steps, challenges, outcomes and next steps) following the Short Course/s.

The Short Course/s can have up to six key areas for delivery. Refer to Short Course Requirements for specific details related to this RFT.

1. *Pre-course workshop* (up to six-days) - AAPNG to deliver a two-days professional learning workshop addressing cross-cutting issues and Short Course/s expectations. This is usually delivered for shorter Short Courses prior to the key block of learning. Service Providers may be asked to deliver an additional 3-4-days focused on pre-mobilisation, workplace project refinement and Short Course/s preparation. The longer pre-course workshop is usually delivered in PNG at least four-weeks prior to travel to Australia (where applicable).
2. *Course* (multiple delivery timeframes) - Service Providers to deliver blocks of learning (ranging from 2-12 weeks) in PNG or Australia (to be negotiated). The Short Course/s focuses on core target sector content, English language skills (e.g. academic writing), skill development / accredited learning aligned to learning outcomes, best practice and establishing a Community of Practice (CoP) amongst participants.
3. *Post-course workshop* (up to five-days) - AAPNG to deliver a one-day professional learning consolidating cross-cutting issues and Short Course evaluation. This is usually delivered straight after the key block of learning or online a number of weeks later. Service Providers may be asked

to deliver an additional 3-4-days focused on consolidating CoP, pitching workplace project impact, reflection and graduation. The longer post-course workshop is usually delivered in PNG at least six-weeks after to travel to Australia (where applicable).

4. *Webinars* (up to ten) - Service Providers to deliver online learning opportunities focused on supporting learning outcomes, sharing workplace projects and fostering the CoP.
5. *Scholar Engagement* (up to four days) - Service Providers to provide a professional learning opportunity aligned to Short Course/s that focuses on supporting Australia Awards scholars (number to be negotiated) to build skills and best practice in line with current field of study. This is delivered in Australia and/or PNG.
6. *Alumni workshop* (two-days or 2 x one-day) - Service Providers to provide a consolidated professional learning workshop aligned to Short Course/s that focuses on supporting up to 30 Australia Awards alumni to build skills and best practice in their area of expertise. This is delivered in PNG.

Consideration needs to be given to potential challenges with internet access for participants. AAPNG will work with the successful Service Provider to address this.

The Service Provider may wish to propose an alternative model for delivery such as via a mix of face-to-face, blended, and online approaches.

5.3 Delivery

The Service Provider is responsible for:

- Designing, delivering, monitoring, evaluating and reporting on the Short Course/s in line with AAPNG guidelines.
- Employing a course leader to manage the delivery of the Short Course/s and ensure it is delivered according to the Scope of Services and adjusted based on requests made by AAPNG.
- Informing AAPNG of any changes to the program or staffing in a timely manner.
- Supporting participants welfare, pastoral care and wellbeing to ensure Short Course/s completion.
- Delivering an English skill building activity such as academic writing to support successful participation.
- Ensuring participants complete a workplace project, providing constructive feedback on initial design, supporting implementation and critiquing at the end of the Short Course/s.
- Liaising with AAPNG on any participant welfare issues.
- When a Short Course/s is delivered in Australia:
 - o Managing all logistical and administrative arrangements for activities delivered in Australia.
 - o Managing participants from pick up at the international airport in Australia until completion. The Service Provider will be responsible for managing participants 24 hours a day, 7 days a week and need to budget staff allocation accordingly.
 - o Providing an orientation in Australia on the Short Course, support team (i.e. staff), nearby facilities, attendance, study behaviours, participant accommodation, local area, transport, Australian cultural norms, per diems and payment arrangements, health insurance and medical care assistance, academic and welfare support mechanisms and communications and IT.
 - o Delivering the workshops and associated venue hire, catering and site visits in Australia.
 - o Loaning laptops to participants for course work in Australia (where required) and flash drive for storage.
- When a Short Course/s is delivered in PNG:
 - o Managing all logistical and administrative arrangements for facilitators to travel to PNG.
 - o Liaising with AAPNG on any participant welfare issues that are disclosed / identified.

- Providing an orientation in partnership with AAPNG on the Short Course/s, support team (i.e. staff), nearby facilities, attendance, study behaviours, participant accommodation, local area, transport, medical care assistance, academic and welfare support mechanisms and communications and IT.
- Delivering workshops at designated venue.

Tetra Tech International Development through AAPNG is responsible for:

- Selecting participants and finalising mobilisation requirements (e.g. domestic and/or international travel. passports and visas – where required).
- Employing a welfare officer to support participants 24 hours a day, 7 days a week.
- Liaising with the Service Provider and DFAT on any participant welfare issues.
- When a Short Course/s is delivered in PNG:
 - Managing all logistical and administrative arrangements for activities delivered in PNG.
 - Providing an orientation in partnership with the Service Provider on the Short Course/s, support team (i.e. staff), nearby facilities, attendance, study behaviours, participant accommodation, local area, transport, medical care assistance, academic and welfare support mechanisms and communications and IT.
 - Organising venue hire, catering and site visits as required.
 - Loaning laptops to participants for course work in PNG (where required) and flash drive for storage.
- When a Short Course/s is delivered in Australia:
 - Managing all logistical and administrative arrangements for participants to travel to Australia.

Tetra Tech International Development has developed the *AAPNG Short Course Guidelines* that outline required service levels and guidance on pastoral care. These guidelines will be provided to the successful Service Provider.

5.4 Communities of Practice (CoP)

The Service Provider will:

- Support the development of local, regional and national CoP that connect participants across the target sector.
- Support increased engagement and connections between scholars and alumni.
- Showcase and support examples of best practice already occurring in PNG and Australia, including how barriers are addressed within local contexts.
- Facilitate opportunities for inter- and intra-organisational collaboration both vertically (between tertiary sector and key agencies) and horizontally (across tertiary sector or key agencies).

5.5 Institutional Links

Short Courses aim to provide opportunities to build PNG academics and tertiary institutions' capabilities in targeted areas. Through AAPNG's Higher Education Partnerships (HEP), Short Courses will work with Service Providers to consider institutional collaboration that could be facilitated to support Short Course/s delivery and continue to an institutional capacity development partnership. There may be additional funding through HEP to support this.

Key areas may include:

- Exploring options to align Short Courses to achieve PNG recognition for some or all modules of a qualification.
- Supporting a mentoring activity between PNG and Australian academics and tertiary institutions to build capacity.
- Supporting partnership development between PNG and Australian tertiary institutions for co-delivery of a Short Course/s.

Should AAPNG decide to pursue a continuing capacity development partnership approach, it will do so as an additional service.

6 Services

6.1 Promotion

The Service Provider will:

- Identify opportunities for Short Course/s promotion for DFAT and share these with AAPNG in advance for consideration. A comms plan will be developed by the Service Provider using an AAPNG template.
- Follow all AAPNG branding, social media and approval guidelines in the development of any promotional material (guidelines will be provided to the successful Service Provider).
- Not issue or release any statements on behalf of AAPNG or DFAT.
- All photography and videography taken by the Service Provider during the course will be deemed to be the intellectual property of AAPNG and may not be used without written permission of Tetra Tech International Development.
- Notwithstanding the above, positive media promotion is strongly encouraged and needs to be planned in consultation with AAPNG.

6.2 Welfare Support

The Service Provider will:

- Employ a welfare officer (as approved by AAPNG) to monitor and provide general welfare and health support for participants including orientation and advice on issues encountered during Short Course/s delivery in Australia. The welfare officer is the key liaison between the group and course delivery team. It is recommended that the welfare officer be employed on a full-time basis for the duration of the Short Course/s. *Note:* AAPNG will employ welfare officers when Short Course/s delivery is in PNG (as required).
- Organise and provide Overseas Student Health Cover (OSHC) or equivalent for participants' time in Australia (where applicable).
- Provide support for participants who fall ill during the Short Course/s and require medical treatment as per the *AAPNG Short Course Guidelines*. Noting in PNG, participants are to utilise their own health cover.
- Provide advice to participants on administrative, logistical, health and welfare matters affecting them during the Short Course/s and, where necessary, arrange for professional counselling.
- Work with participants to resolve any issues and problems as they arise and advise AAPNG of the issues and include lessons learned in the reporting.
- Arrange for suitable social and recreational activities and excursions for the participants, within the approved budget.
- Advise AAPNG immediately in any eventuality that a recipient ceases to attend training sessions.

6.3 Monitoring and Evaluation

The Service Provider will:

- Utilise AAPNG's monitoring and evaluation tools to conduct a qualitative and quantitative analysis of participants' learning expectations, understanding and outcomes of Short Course/s to report on key learnings and participation satisfaction (guidelines will be provided to the successful Service Provider).
- Guide, support and provide critical feedback to participants on their workplace projects from design, implementation, to completion.
- Support participants in their learning journey throughout the Short Course/s to ensure full participation and completion.

- Lead mentoring sessions (e.g. online) during Short Course/s breaks to ensure participants are on track with required assessment tasks.

6.4 Reporting

The Service Provider will:

- Report (within 24 hours) and record any participation or welfare issues.
- Respond to required deliverables as outlined in Milestones.
- Include information about people-to-people links established, GEDSI participation and mainstreaming, and Climate Change linkages in all reporting.
- Prepare a range of reports following Short Course/s activities. These will be in line with the guidance note provided by AAPNG to the successful Service Provider. Smaller reports for post activities will be no more than two-pages and required two weeks after delivery. End of Short Course/s report will be up to 15 pages and required six-weeks after completion. All data will be disaggregated by gender, disability and social inclusion criteria.
- Prepare a Financial Report detailing expenditure for fixed and reimbursable costs incurred. Documentary evidence of payments made will be submitted as part the completion report.

7 Financial Information

7.1 Course Funding

Shortlisted Service Providers will complete the Pricing Schedule template that covers fixed costs such as Short Course/s design, delivery and management fees as part of the RFT process. This should include any course fees or any costs that are fixed in terms of developing and delivering the Short Course/s.

Important note: The Pricing Schedule submitted by Service Providers during the RFT process forms part of the like-for-like price assessment. Reimbursable expenses do not form part of the like-for-like price assessment of this RFT. Service Providers are not to include any of the reimbursable costs as part of their financial proposal. **Note:** *Course fees are not to be included in the reimbursable budget.* The reimbursable budget will be negotiated with the preferred Service Provider and included in the Tetra Tech International Development Service Agreement.

7.2 Invoicing and Payment

Tetra Tech International Development shall pay the Service Provider the Service Fees in instalments known as Milestone Payments. The Milestone Payments will be payable to the Service Provider progressively and only on Tetra Tech International Development's acceptance of the satisfactory completion of identified deliverables and a correctly rendered invoice. A reimbursable payment schedule will be negotiated with the preferred Service Provider. Payments will be paid within thirty (30) days of acceptance by Tetra Tech International Development.

7.3 Value for Money

Tetra Tech International Development will provide a Pricing Schedule template to cost the Short Course. Service Providers are asked to provide information that will assist Tetra Tech International Development to determine value for money of the tender bid. These include Fixed Cost Fees to design and deliver the Short Course, Personnel Costs - DESIGN, Personnel Costs – DELIVERY and any value-add opportunities the Service Provider can offer. **Note:** *Course fees must be included in the Pricing Schedule as an additional Fixed Cost item.*

8 Milestones

An example of potential milestone payment schedule and deliverables:

Milestone	Description	Payment Amount (excl. GST)	Due Date	Acceptance by Tetra Tech International Development
1	Deliverable 1	25% of fixed costs	On signing contract	Written acceptance
	Deliverable 1: Course Delivery Plan			
2	Deliverables 2, 3 and 4	15% of fixed costs and 25% of forecast reimbursable expenditure	Acceptance of deliverables 2, 3 and 4	Written acceptance
	Deliverable 2: Teaching and Learning Materials		At least two weeks prior to Pre-Course Workshop	
	Deliverable 3: Program schedule for Pre-Course Workshop		At least two weeks prior to Pre-Course Workshop	
	Deliverable 4: Program schedule for Course Work - Block 1		At least four weeks prior to Course Work – Block 1	
3	Deliverables 5 and 6	15% of fixed costs	Acceptance of deliverables 5 and 6	Written acceptance
	Deliverable 5: Progress Report for Pre-Course Workshop		No more than two weeks after the Pre-Course Workshop	
	Deliverable 6: Program schedule for Course Work - Block 2		At least four weeks prior to Course Work - Block 2	
4	Deliverables 7 and 8	15% of fixed costs	Acceptance of deliverables 7 and 8	Written acceptance
	Deliverable 7: Progress Report for Course Work - Block 1		No more than two weeks after the Course Work - Block 1	
	Deliverable 8: Progress Report for Course Work - Block 2		No more than two weeks after the Course Work - Block 2	
5	Deliverables 9 and 10	15% of fixed costs	Acceptance of deliverables 9 and 10	Written acceptance
	Deliverable 9: Program schedule for Post-Course Workshop		At least two weeks prior to Post-Course Workshop	

Milestone	Description	Payment Amount (excl. GST)	Due Date	Acceptance by Tetra Tech International Development
	Deliverable 10: Progress Report for Post-Course Workshop		No more than two weeks after the Post-Course Workshop	
6	Deliverable 11	15% of fixed costs and final actual reimbursable expenditure acquittal	No more than four weeks after the Post-Course Workshop	Written acceptance
	Deliverable 11: Completion Report of Activity			
	Deliverable 11: Financial acquittal			

Subject to successful delivery of milestones, the Service Provider may be asked to invoice for reimbursables expended monthly or quarterly.

RFT – AM-12562

Part C – Technical Proposal & Assessment

1 Response to Tender

Service Providers are invited to submit an Offer (up to a maximum of six (6) pages plus annexures) and demonstrate how they will:

- Design the Short Course/s to respond to the learning objectives and support AAPNG's end of program outcomes (EOPO) 1 and 2, including how GEDSI will be integrated across course content. Focus should be given to how the Service Provider has designed the course topics to reflect the learning objectives and how the Short Course/s is tailored to the local context and to the target participants. Service Providers are to consider opportunities embedded throughout the Short Course/s that supports links between PNG and Australia.
- Apply adult learning methodologies and techniques, ensure Short Course/s continuity and draw on a range of diverse experts.
- Monitor and evaluate progress and success of the Short Course/s against learning objectives.
- Identify and address risks and challenges in the design and delivery of the Short Course/s.

The total assessment score is broken down as Technical Proposal (80%) and Pricing Schedule (20%).

2 Selection Criteria

The Technical Proposal should address the criterion headings. The weighting of each of the criterion is provided in the following table:

Criterion	Weighting (%)
Capability <i>Please consider:</i> <ul style="list-style-type: none">- Institution's experience in Target Sector- Institution's experience in Short Course/s or international education / professional learning- Institution's experience in Papua New Guinea, the Pacific or internationally.	10%
Personnel <i>Please consider:</i> <ul style="list-style-type: none">- Key academics with knowledge and understanding in the Target Sector- Experience in adult learning methodologies- International experience.	20%
Design and Delivery <i>Please consider:</i> <ul style="list-style-type: none">- Alignment to learning outcomes- Learning practices that engage with Australia- Contextualisation to Papua New Guinea that draws on good practice.	40%
Innovation and Value-Add <i>Please consider:</i> <ul style="list-style-type: none">- Opportunities for innovative delivery- Drawing on value for money opportunities.	5%

Institutional Capacity Building	
<i>Please consider:</i>	
<ul style="list-style-type: none"> - Opportunity to support PNG academics' capacity through Short Course delivery - Current relationships / willingness to engage with PNG tertiary institutions. 	5%
Total	80%

The Service Provider must include all personnel mentioned in the Technical Proposal in the Pricing Schedule (refer to Part D). Substitution of these specialists would require Tetra Tech International Development approval.

3 Technical Proposal

Service Provider's Information	
Organisation	
ABN	
Organisation type	
Registered address	
Email	
Phone	
Website	
Consortium Business Name/s (if applicable)	

Key Contact's Information	
Full Name	
Position	
Address	
Postal address (if different to above)	
Email	
Telephone	

Insurance	
Provide details of each insurance policy relevant to Tetra Tech International Development's Requirement (refer to Part E – Services Agreement, clause 16 and Schedule 2)	

Technical Response (max six (6) pages)
Capability (10%)
Personnel (20%)
Design and Delivery (40%)
Innovation and Value-Add (5%)
Institutional Capacity Building (5%)
Pricing Schedule (20%)
This section will be submitted separately under Part D
Service Agreement Negotiation Log (0%)
This section will be submitted separately under Part E

4 Annexures

The Technical Proposal should include the following Annexures. The Annexures should be in a separate Microsoft Word document submitted at part of the RFT.

4.1 Annex 1 – Draft Course Program/s

Insert a proposed Short Course/s program/s including proposed sessions (linked to the learning objectives), the names of delivery team members and guest speakers (if available), networking opportunities and site visits.

4.2 Annex 2 – Personnel Table

Please expand on the summary of each nominated personnel's relevant experience and qualifications. You may also include a link to online bios and/or LinkedIn etc. The table must not exceed two (2) A4 pages. No CVs are required.

Position	Name	Nationality	Gender	Summary of key qualifications, areas of expertise and/or a link to online bio or LinkedIn profile
Course Leader/ Course Designer				
Course Coordinator				
Welfare Officer				
Academic Experts (to be drawn from)				
Additional nominated positions (if applicable)				

4.3 Annex 3 - Statutory Declarations

Annex 3 is to be completed and signed by the Service Provider.

Commonwealth of Australia Statutory Declaration

I, *(insert name, address and corporation of person making the declaration)*, do solemnly and sincerely declare, on behalf of the Tenderer and on behalf of myself, that:

Definitions

1. In this statutory declaration:

“**Client**” means Tetra Tech International Development (ABN 63 007 889 081);

“**Services**” means the services described in the RFT for this Activity;

“**Tenderer**” means *(details of tendering corporation as appropriate)*;

“**Tender Price**” means the fees, rates and prices indicated by a Tenderer as being the amounts for which that Tenderer is prepared to undertake the Services;

Preamble

2. I hold the position of *(managing director or other title)* of the Tenderer and am duly authorised by the Tenderer to make this declaration on its behalf.

Accuracy of Information

3. The information contained in the Tender including CVs of nominated personnel submitted by *(name of organisation/company)* is factually based and I accept that if such information is found by Tetra Tech International Development to be inaccurate or misleading this may, at Tetra Tech International Development’s sole discretion, result in disqualification of the Tender.

Tenderer’s Acknowledgment

4. That *(name of organisation/company)*’s Tender is made on the basis that it acknowledges that:
- a) the RFT specifies Tetra Tech International Development’s and DFAT’s rights in respect of the RFT and *(name of organisation/company)* agrees that Tetra Tech International Development and DFAT may exercise its rights as set out in the RFT in respect of the RFT process;
 - b) *(name of organisation/company)* sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to Tetra Tech International Development’s requirements, including the risks and other circumstances which may affect a Tender;
 - c) in lodging its Tender *(name of organisation/company)* did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Tetra Tech International Development or DFAT other than any statement, warranty or representation contained in the RFT;
 - d) *(name of organisation/company)* did not use the improper assistance of Tetra Tech International Development or Commonwealth employees or ex-employees, or information unlawfully obtained from Tetra Tech International Development or the Commonwealth in compiling its Tender;
 - e) *(name of organisation/company)* satisfied itself as to the correctness and sufficiency of its Tender;
 - f) *(name of organisation/company)* is responsible for all costs and expenses related to its involvement in the RFT, including:
 - i. preparation and lodgement of the Tender;
 - ii. any subsequent negotiation; and
 - iii. any other action or response in relation to the RFT.
 - g) Tetra Tech International Development and the Commonwealth are not responsible for any costs or expenses incurred by *(name of organisation/company)* or any other person in responding to or taking any other action in relation to the RFT, whether or not Tetra Tech International Development terminates, varies or suspends the RFT process or takes any other action permitted under the RFT; and
 - h) *(name of organisation/company)* will comply with the rules set out in the RFT.

Availability of Personnel

5. The personnel nominated in the Tender have been approached and have confirmed their availability to undertake the Services at the time specified.

Security of Personnel

6. The Tenderer warrants that all necessary arrangements will be made to ensure adequate protection/security for personnel in the field.

Tender Price

7. The Tenderer warrants that it can undertake and complete the Services for the Tender Price.
8. Should the training be deemed successful and a request is received by AAI for the Training Provider to repeat the delivery of the Short Course within 12 months, the same tender price will be offered by that Training Provider.

Collusive Tendering

9. Neither the Tenderer nor any of its servants or agents had knowledge of either the technical component of the Tender or the Tender Price for the Services of any other Tenderer prior to the Tenderer submitting its Tender for the Services.
10. Neither the Tenderer nor any of its servants or agents disclosed the technical component of its Tender or the Tender Price for the Services submitted by the Tenderer to any other Tenderer who submitted a tender for the Services or to any other person or organisation prior to the close of Tenders.

Cover Bidding

11. Neither the Tenderer nor any of its servants or agents provided information to any other Tenderer, person or organisation, to assist another Tenderer for the Services to prepare a tender known as a “cover bid”, whereby the Tenderer was of the opinion or belief that another Tenderer did not intend to genuinely compete for the contract.
12. The Tenderer is genuinely competing for the contract and its Tender is not a “cover bid”.

Unsuccessful Tenderers' Fees

13. Prior to the Tenderer submitting its tender for the Services neither the Tenderer nor any of its servants or agents entered into any contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other Tenderer who unsuccessfully Tendered for the Tender.

Competitive Neutrality

14. The Tenderer has complied with the principles of competitive neutrality in preparing its Tender (publicly owned Tenderers only).

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Insert signature

(Signature of person making declaration)

Declared at **insert location** on the **insert date**

Before me,

Insert the name and the title of the person before whom the declaration is made

RFT – AM-12562

Part D - Pricing Schedule & Assessment

1 Financial Proposal

Service Providers must submit a Pricing Schedule as a part of their Submission in the separate Microsoft Excel spreadsheet provided.

This should be a stand-alone document and NOT form part of the Technical Proposal. The Pricing Schedule is worth 20% of the total assessment score and will be assessed independently of the Technical Proposal.

2 Approach to the Financial Proposal

A final price assessment of those tenders assessed as technically suitable by the Technical Assessment Panel (TAP) will be undertaken by the TAP for Tetra Tech International Development. Tetra Tech International Development reserves the right to provide the financial component of any Tender to TAP members for their examination in the context of resource adequacy evaluation against the selection criteria in the technical assessment process.

3 Limited Information Required for Price Assessment

The final Pricing Schedule will be negotiated with the preferred Service Provider. The financial detail required for the Pricing Schedule includes the Service Provider's management fee and personnel costs as indicated in the templated Microsoft Excel spreadsheet (provided to the Service Providers).

Please note - reimbursable costs associated with the Short Course/s delivery are not to be included as part of the Pricing Schedule. These costs will be negotiated with the preferred Service Provider as part of the contract negotiations process in line with the mandated service levels.

Service Providers must complete all sections of the Pricing Schedule spreadsheet template showing their firm quotations in whole Australian dollars (\$AUD) exclusive of GST. Tetra Tech International Development requires these calculations for the purposes of disaggregating and checking the accuracy of Service Providers' total financial assessment figure.

Service Providers should note that inaccurate or inconsistent calculations in the financial component of any tender may, in Tetra Tech International Development's sole discretion, be grounds for Tetra Tech International Development to deem that tender non-conforming and exclude it from further consideration under the RFT process.

4 Content of Financial Proposal

Service Providers must address the criteria as set out in the table below. These criteria will be used to make a like-for-like financial comparison.

4.1 Financial Proposal Criteria

a) Fixed Personnel Costs - DESIGN

Personnel costs for the design of the Short Course, expressed as number of days for each nominated personnel (i.e. cost of the Course Designer/s). The Service Provider needs to make an assessment of the number of person/s and days required to design the course. This may be completed by one person or more. The work may be done part-time or full-time.

b) Fixed Personnel Costs - DELIVERY

Personnel costs for the delivery of the course, expressed as number of days at a daily rate for each of the nominated personnel. Each of these positions must include a nomination of one person only.

The number of days used to calculate these costs will normally be greater than the actual days of Short Course delivery. Both the Course Leader and Course Coordinator will need to work some

additional days on preparation, administration and logistics, preparing the Activity Completion Report and Financial Summary, etc. Service Providers need to make their own assessment of how many personnel days will be required to undertake these tasks. Noting that this component forms part of the like-for-like assessment.

c) Fixed Management Fee

Total management fee to be charged by the Service Provider for the design and delivery of the Short Course as described in the Scope of Services. This must include any applicable insurances as outlined in the Draft Contract of this RFT at Part E.

Service Providers must clearly detail any other fees to be charged to the Short Course/s (e.g. financial costs, administration costs, special fees, staff on costs, etc.). These other fees will be subject to approval during the contract negotiation process. Noting again that this component forms part of the like-for-like assessment.

The Fixed Management Fee is exclusive of personnel costs and any other costs directly associated with course design and delivery as outlined in Part B.

5 Retention of Price Component of Tenders by Tetra Tech International Development

The financial components of all tenders, including those not considered technically suitable, will be retained by Tetra Tech International Development.

6 Escalation

There is no provision for escalation.

7 Goods and Services Tax (GST)

Refer to clauses 1.18 and 1.19 of the draft Contract.

RFT – AM-12562

Part E - Draft Contract & Negotiation Log

Project details:	
Tetra Tech International Development project name	Australia Awards Papua New Guinea (AAPNG)
Tetra Tech International Development project number	60844
Tetra Tech International Development location where contract received	Papua New Guinea & Australia
Name of Tetra Tech International Development contact	Aaron O'Shannessy, Senior Manager, Short Courses

Contract details:	
Contract title	AAPNG Short Course Awards – [COURSE]
Contract document issue date	To be negotiated
Contract due date	To be negotiated
Contract reference if applicable	AM[NUMBER]
Client/Supplier company name that passed the contract to Tetra Tech International Development	[SERVICE PROVIDER & CONTACT]

Item	Reference <i>Section & Clause Number</i>	Current Wording <i>Insert current wording</i>	Service Provider - Response 1 [DATE]	Tetra Tech International Development Comment [DATE] <i>If closed, indicate approving Accredited Reviewer name</i>	Service Provider - Response 2 [DATE]	Tetra Tech International Development Comment [DATE] <i>If closed, indicate approving Accredited Reviewer name</i>	Service Provider - Response 3 [DATE]	Tetra Tech International Development Comment [DATE] <i>If closed, indicate approving Accredited Reviewer name</i>

TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD

("TETRA TECH INTERNATIONAL DEVELOPMENT")

- and -

< **SERVICE PROVIDER NAME** >

("SERVICE PROVIDER")

GS – XXXXXXXX SERVICES AGREEMENT

for

XXXXXX

[]

SERVICES AGREEMENT

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

BETWEEN: TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD
ABN 63 007 889 081 of 422 King William Street, Adelaide, SA 5000

(“Tetra Tech International Development”)

AND

< SERVICE PROVIDER NAME >
[**<ABN:>** of **< address >**]

(“Service Provider”)

RECITALS

- A. Tetra Tech International Development carries on the business of a management consultant and international project manager. **< PROGRAM NAME >** is managed by Tetra Tech International Development on behalf of the Client.
- 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 4.9.
- 1.4. **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.
- 1.5. **Business Day** means any day that is not a Saturday or Sunday or a public holiday in South Australia.
- 1.6. **Commencement Date** means the date specified in Schedule 2.
- 1.7. **Completion Date** means the date specified in Schedule 2.
- 1.8. **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) information about the business in which Tetra Tech International Development is engaged that is not known to the public and gives Tetra Tech International Development a commercial advantage over competitors who do not know such information;
 - (d) financial, accounting, marketing and technical information and plans, client and supplier lists, fee rates and price lists, pricing strategies, tender information, know-how, technology, operating procedures and methods of operating, data bases, source codes and methodologies,
 - (e) all copies, notes and records based on or incorporating the information referred to in clause 1.11(a), 1.11(b), 1.11(c) and 1.11(d) 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),
- 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 Client); and
- 1.9. **Contract Material** means all Material created or required to be developed or created as part of, or for the purpose of performing, the Services.
- 1.10. **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.
- 1.11. **Client** means the entity or entities as described under Schedule 2.
- 1.12. **DFAT** means the Australian Government's Department of Foreign Affairs and Trade.
- 1.13. **Default Event** means those events listed in clause 18.2.

- 1.14. **Deliverables** means the reports and any data or other material specified in Schedule 1 required to be delivered throughout the supply of the Services.
- 1.15. **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.
- 1.16. **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 in accordance with clause 24(c) including delegates as the context permits, being the persons specified in Schedule 1 as at the date of this Agreement.
- 1.17. **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.
- 1.18. **GST** means the tax imposed by the GST Law.
- 1.19. **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.20. **Head Contract** means the contract between Tetra Tech International Development and DFAT in connection with the Services amongst other things.
- 1.21. **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 1.21(a), but for the avoidance of doubt excludes Moral Rights and performers' rights.
- 1.22. **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.
- 1.23. **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.
- 1.24. **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.

- 1.1. **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.
- 1.2. **Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), and any other law of the Commonwealth of Australia or any State or Territory of Australia, and any other applicable laws, guidelines or regulations, pertaining to exploitative practices including slavery, servitude, forced labour, human trafficking, debt bondage, child labour and other slavery-like practices.
- 1.3. **Moral Rights** are the rights, where applicable to the Services or Contract Material, conferred by operation of Part IX of the *Copyright Act 1968* (Cth).
- 1.25. **Notice** means written notice and **notify** has a corresponding meaning.
- 1.26. **Partner Country** means the country/countries in which the Services are to be delivered as specified in the Agreement Details in Schedule 2.
- 1.27. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
- 1.28. **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.
- 1.29. **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.
- 1.30. **Prices** means the prices set out in or determined in accordance with Schedule 2.
- 1.31. **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).
- 1.32. **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.
- 1.33. **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.
- 1.34. **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).
- 1.35. **Service Provider** means the Service Provider contracted to perform the Services under this Agreement.
- 1.36. **Service Provider's Representative** means the person identified in Schedule 2.
- 1.37. **Service Provider's Nominated Account** means the bank account specified by the Service Provider for payment identified in Schedule 1.
- 1.38. **Specification** means any specifications for the Services in Schedule 1, which includes any requirements for the Services specified in by the Client.

- 1.39. **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.
- 1.40. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
- 1.41. **Tetra Tech International Development Code of Conduct** means the Tetra Tech Vendor Code of Conduct and the Tetra Tech International Development Safeguarding Code of Conduct.
- 1.42. **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.
- 1.43. **Tetra Tech International Development's Representative** means the person specified in Schedule 2.
- 1.44. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
- 1.45. **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.
- 1.46. **Variation** means a change to the Services.
- 1.47. **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.
- 1.48. **Withholding Payment** has the meaning given in Schedule 1 of the *Taxation Administration Act 1953* (Cth).

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 Client 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 policies, procedures and directives of Tetra Tech International Development so far as they are made known to the Service Provider;
 - (d) comply with all applicable standards, regulations, and where applicable, the requirements set out in this clause 4.4;
 - (e) take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's Personnel;
 - (f) provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
 - (g) provide all labour, materials, plant, utilities and equipment necessary to perform the Service Provider's obligations under the Agreement;
 - (h) 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;
 - 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.

Service Provider non-performance

- 4.5 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 4.9.
- 4.6 The notice given under clause 4.5(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.
- 4.7 Without limiting clause **Error! Reference source not found.**, 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 **Error! Reference source not found.**
- 4.8 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:
 - i. comply with clauses 4.4(a) – (e) and clauses 4.4(g) – (h); or
 - ii. 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 4.9.
- 4.9 If clauses 4.5, 4.7 or 4.8 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.
- 4.10 Where Tetra Tech International Development engages one or more Alternative Service Provider/s under clause 4.9:
- (a) Tetra Tech International Development must issue a notice advising the Service Provider that it will be exercising its right under clause 4.9 (“**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.
- 4.11 Any act, omission or conduct by Tetra Tech International Development pursuant to clause 4.9, 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

- 4.12 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.
- 4.13 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.
- 4.14 Any cost incurred by the Service Provider by reason of a suspension under clause 4.12 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.
- 4.15 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 4.14.

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 that 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 24.
- 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 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 the Services will:
- (a) be provided in full, with due care and skill;
 - (b) be provided to a professional standard and in a timely manner;
 - (c) be provided in the most cost-effective manner and using suitable materials;
 - (d) be complete and in accordance with the description in this Agreement;
 - (e) be performed by the Service Provider and/or its Personnel; and
 - (f) be performed to the Specification (if any).
- 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 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.
- 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.

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 (exclusive of GST) include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement, other than GST.
- 12.3 The Prices (inclusive of GST) 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 a relevant milestone as set out in Schedule 2; and
 - (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 provide 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 paid 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:
- (a) offset against any amount subsequently due to the Service Provider;
 - (b) offset against any claims by the Service Provider of underpayment at a later date; or
 - (c) recovered in Court as a debt due and payable to Tetra Tech International Development;

- 13.8 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:
- (d) deduct the amount from payment of any claim; or
 - (e) 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:
- (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.
- 14.5 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.
- 14.6 The licence granted to the Service Provider under Clause 14.4(b) does not include a right to exploit the Contract Material for commercial purposes.
- 14.7 If the Contract Material involves works that may be subject to copyright, the Service Provider must obtain consents from all Personnel engaged to create or author such Contract Material, to any acts or omissions by Tetra Tech International Development, the Client or their respective employees, servants, agents or licensees that breach or infringe the relevant Personnel's Moral Rights. The Service Provider must ensure that such consents are obtained genuinely and be given without duress of any kind.

- 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 alleged infringement of any patent, copyright, registered design, trade mark or any other Intellectual Property Rights, by reason of Tetra Tech International Development receipt or enjoyment of the 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; and
 - (f) an infringement or alleged infringement of third party Intellectual Property Rights arising out of or as a consequence of an activity permitted (or purporting to be permitted) by or under a license or assignment of IP rights referred to in this Agreement.
- 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 In no event will either Party's liability include any amount for indirect loss, loss of bargain, loss of revenues or profits, damage to goodwill, or other consequential losses incurred due to a breach, unless such loss is reasonably contemplated by this Agreement.
- 15.4 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 16.11, the end of the Term.
- 16.11 If is 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 13.8; 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. 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.
- 16.17 The Service Provider acknowledges and agrees 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:
 - i. the obligations affected;
 - ii. the nature, extent and likely duration of the effect on those obligations; and
 - iii. 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 complete the Services by the Completion Date;
 - (c) the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Agreement;
 - (d) 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;

- (e) 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;
- (f) any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
- (g) the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
- (h) the Service Provider ceases to carry on business; or
- (i) 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:

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

19 TERMINATION OR REDUCTION IN SCOPE FOR CONVENIENCE

Termination by the Service Provider

19.1 The Service Provider may terminate this Agreement by giving Notice to Tetra Tech International Development that:

- (a) an invoice rendered in accordance with clause 13 has not been paid within the period specified in clause 13.3 and
- (b) the amount outstanding be paid within 30 days of the date that such Notice is received by Tetra Tech International Development,

and if the amount outstanding is not paid to the Service Provider within the period referred to in clause 0(b), the Service Provider may terminate this Agreement by giving 30 days Notice. In the case of any other breach of this Agreement by Tetra Tech International Development, the Service Provider may only terminate this Agreement by giving 90 calendar days notice.

Termination or reduction in scope by Tetra Tech International Development

19

- 19.2 The Service Provider acknowledges that Tetra Tech International Development has a Head Contract with the Client under which, *inter alia*, the Client has a right, at any time and at its absolute discretion, to terminate or reduce the scope of the Head Contract or any services ordered under the Head Contract, including the Services the subject of this Agreement. The Service Provider acknowledges that such a determination by the Client may be made in the absence of a breach of this Agreement by the Service Provider and due to circumstances beyond the Service Provider's and Tetra Tech International Development's control.
- 19.3 Upon receiving notice from the Client of a decision referred to above in clause 19.1, Tetra Tech International Development may by notice and at its absolute discretion, terminate this Agreement, or reduce the scope of this Agreement. Before giving a notice under this clause Tetra Tech International Development may discuss with the Service Provider in good faith the timing for termination or extent of the reduction, having regard to the Client's decision and context for delivery of the Services.
- 19.4 The Service Provider agrees, upon receipt of a notice of termination or reduction of scope:
- (a) to stop or reduce work as required by the notice;
 - (b) to take all reasonable steps to minimise loss resulting from that termination or reduction of scope; and
 - (c) to continue work on any part of the Services not affected by the notice.
- 19.5 Unless Tetra Tech International Development agrees otherwise, where notice of termination is issued to the Service Provider, Tetra Tech International Development is only liable for the fees and any Reimbursable Costs payable under item 1 of Schedule 2 (Agreement Details) for Services provided before the effective date of termination ("**Early Termination Costs**") that can be reasonably substantiated and which were unable to be avoided or mitigated.
- 19.6 Subject to any requirement at law, the calculation of any Early Termination Costs that Tetra Tech International Development may be liable to pay the Service Provider must:
- (a) be pro rata, where applicable;
 - (b) be limited to the Early Termination Costs incurred as a direct consequence of termination of this Agreement;
 - (c) exclude the cost of redundancies and costs of terminating subcontracts;
 - (d) exclude loss of profits and all other forms of expectation loss;
 - (e) not include cost, loss or damage of any kind whatsoever, save for such cost, loss or damage that is agreed to be an Early Termination Cost.
- 19.7 Tetra Tech International Development is not liable to pay amounts under this clause which would, when added to any prices, allowances, costs, and reimbursable expenses already paid to the Service Provider under this Agreement, together exceed the Prices.
- 19.8 Tetra Tech International Development's liability to pay the Prices will be reduced proportionately to any reduction of the Services that is notified to the Service Provider under this clause.
- 19.9 Notwithstanding anything to the contrary in this Agreement, the Service Provider is not entitled to compensation for loss of prospective profits or any other special, economic or consequential loss that results, or may arise in connection with termination or reduction in scope.

20 CONFIDENTIALITY AND DISCLOSURE

- 20.1 The Parties agree that all information obtained in connection with or incidental to the Services, including Confidential Information, is confidential as between the Parties.
- 20.2 Subject to clauses **Error! Reference source not found.** and 20.5 and any mandatory disclosure obligations imposed by the law, neither Party will disclose any Confidential Information relating to this Agreement or the Services, without the prior written consent of the other Party.
- 20.3 The obligation in clause 20.2 will not be breached where:
- (a) relevant information is publicly available (other than through of a confidentiality or non-disclosure obligation;
 - (b) a Party is required by law or a stock exchange to disclosure relevant information, provided that any such request is reported in writing to the other Party without delay and the text of the disclosure provided in writing as soon as practicable; or
 - (c) disclosure is required for legal proceedings,
- provided that where the disclosure of Confidential Information is permitted under this clause, the disclosing Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 20.4 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.
- 20.5 The Service Provider acknowledges and agrees that:
- (a) Tetra Tech International Development may disclose the terms of this agreement to the Client, if requested to do so by the Client;
 - (b) the Client may be required to disclose the Service Provider's name and details of the services it is being engaged to perform.

20A ACCESS TO DOCUMENTS AND INFORMATION

- 20A.1 The parties acknowledge and agree that this Agreement is a Commonwealth Contract within the meaning of the *Freedom of Information Act 1982* (Cth) and:
- (a) if the Client or Tetra Tech International Development have received a request for access to a document relating to performance of this Agreement that is in the possession of Tetra Tech International Development or the Service Provider, the Client may be written notice require that access to such document/s be given.
 - (b) if so requested, the Service Provider must produce or provide access to any such document/s promptly, at no additional cost.
- 20A.2 If complying with the notice will require the Service Provider to incur significant additional costs, the Service Provider may request that the additional costs be reimbursed. Tetra Tech International Development may, at its discretion, approve that such costs be reimbursed where:
- (a) the Client has approved that the additional costs be reimbursed; or

- (b) Tetra Tech International Development considers it reasonable and appropriate that such costs be reimbursed.

20A.3 For the avoidance of doubt, if reimbursement is approved under this clause, the Client or Tetra Tech International Development will determine the costs that are to be reimbursed which may be less than the amount sought by the Service Provider.

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 under this Agreement is only effective if it is writing, and dealt with as follows:
- (a) *if given by the Service Provider to Tetra Tech International Development* - addressed to Tetra Tech International Development's Representative at the address specified in Schedule 2; or
 - (b) *if given by Tetra Tech International Development to the Service Provider*- addressed to the Service Provider's Representative at the address specified in Schedule 2.
- 25.2 A notice is to be:
- (a) signed by the person giving the notice and delivered by hand;
 - (b) signed by the person giving the notice and sent by pre-paid post; or
 - (c) transmitted electronically by the person giving the notice by electronic mail.

When effective

- 25.3 A notice is deemed to be effected:
- (a) *if delivered by hand* – upon delivery to the relevant address;
 - (b) *if sent by post* – upon delivery to the relevant address; and
 - (c) *if transmitted electronically*- upon actual receipt by the addressee.
- 25.4 A notice received after 5.00pm, or on a day after that is not a Business Day in the place of receipt, is deemed to be effective on the next Business Day in that place.

26 COUNTER-TERRORISM

- 26.1 The Service Provider must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism, 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 ensure that no recruitment fees or related costs are charged to, or otherwise borne by, any worker it engages, including any entities it engages where such entities are individuals;
- (f) it will not destroy or exclusively possess (without informed consent), whether permanently or otherwise, the travel or identity documents of its directors, officers, employees or engaged entities, where such entities are individuals;
- (g) 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;
- (h) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 27.1(a) to (i);
- (i) it will include provisions equivalent to those in clauses 27.1(a) to (h) in its contracts with its subcontractors, to the extent relevant to the services to be performed by the subcontractor.

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”) that includes the requirements set out in clause 28.2,

- (b) comply with and take all necessary steps to ensure it remains complaint and acts in accordance with the principles, minimum standards and reporting requirements that are set out in the Tetra Tech International Development PSEAH Policy, accessible at <http://tetrattech.com>,

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:

- (a) 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
- (b) 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 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 (or a suspected 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.
- 30.4 Tetra Tech International Development reserves the right to appoint its own investigator, conduct its own investigation and/or report suspected Fraud to the appropriate law enforcement agencies or any other person or entity Tetra Tech International Development deems appropriate in Australia or in the Partner Country for investigation. If Tetra Tech International Development exercises its rights under this clause 30.4, the Service Provider must provide all reasonable assistance that may be required at its own expense.

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 will entitle Tetra Tech International Development to issue a notice 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 the Client and Tetra Tech International Development, the Client 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 the Client 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 acknowledges and agrees that, unless the context in which the right of obligation is stated in this Contract requires otherwise, nothing in this Contract is intended to confer any enforceable rights or benefits on any person (other than the Client or Tetra Tech International Development) accessing Services provided under this Contract,

35 PERFORMANCE ASSESSMENT AND VALUE FOR MONEY

- 35.1 In this clause 35:
- (a) **"VfM"** means "value for money" as defined in the Commonwealth Procurement Rules available online at:
<https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>
- (b) **"VfM Principles"** means "value for money principles", being the principles to guide decision making and which are subject to assessment by the Client, the details of which are that are set out online at:
<https://www.dfat.gov.au/aid/who-we-work-with/value-for-money-principles/Pages/value-for-money-principles>
- 35.2 The Service Provider acknowledges and agrees that the Client may issue a Service Provider performance assessment in relation to this Agreement.
- 35.3 The Service Provider agrees that the Client 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; or
- (c) request for a documents or information demonstrating compliance with VfM Principles applicable to the Services.
- 35.4 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.
- 35.5 The Service Provider will produce the documents and/or information set out in the request issued under clause 35.3(c) within 15 days of receipt.

36 COMPLIANCE WITH CLIENT 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 the policies, procedures and guidelines listed in 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.

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
Date:		Date:

SIGNED for and on behalf of < Service Provider > as the authorised representative by:		

Authorised signatory name (print)		Name of witness (Print)
Signature		Signature
Date:		Date:

SCHEDULE 1

SCOPE OF SERVICES

SCOPE OF SERVICES

< Scope of Services to be attached / inserted as a PDF document following this page or enter text here >

SCHEDULE 2
AGREEMENT DETAILS

SERVICE PROVIDER:	
PROJECT:	
COMMENCEMENT DATE:	
COMPLETION DATE:	
LOCATION:	
PARTNER COUNTRY:	
CUSTOMER:	
HEAD CONTRACT:	Title:
	Date of execution:

1. PRICES

The total amount payable for the Services will not exceed the sum of up to: [AUD XXXXX] excluding GST (AUD: XXXXX inclusive of 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:

Milestone Number	Description of Milestone	Milestone Payment Amount AUD (Ex-GST)	Due Date	Means of Verification/ Acceptance
1				Written acceptance by nominated Tetra Tech International Development Representative
2				Written acceptance by nominated Tetra Tech International Development Representative
3				Written acceptance by nominated Tetra Tech International Development Representative
4				Written acceptance by nominated Tetra Tech International Development Representative

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:

< XXXXX >

Senior Project Manager

Tetra Tech International Development Pty Ltd

422 King William Street, Adelaide SA 5000

Email: < xxx@tetrattech.com >

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

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:

Account Number:

SWIFT Code:

5. INSURANCE REQUIREMENTS

- a. Public Liability insurance with a limit of at least AUD XX million, for each and every occurrence and in the aggregate for all occurrences in any 12 month policy period, which covers the Service Provider and the Service Provider's Personnel for their respective liabilities caused by, arising out of, or in connection with performance of the Services or any obligation or the exercise of any right under the Agreement. This insurance shall have a worldwide territorial limit.
- b. Lawful and adequate Workers' workers' Compensation insurance or registrations as required by law in respect of the Service Provider's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Agreement.

Where there is no workers compensation legislation in force in the Partner Country or common law claims can be brought outside the statutory workers' compensation scheme referred to above, the Service Provider must arrange:

- i. adequate personal accident and illness insurance (accidental death and weekly benefits) for any of its Personnel not otherwise covered; and
 - ii. employer's liability insurance with a limit of indemnity not less than the amount customarily effected by prudent insureds in each relevant jurisdiction, covering any work related injury, damage, expense, loss or liability suffered or incurred by any person engaged by the Service Provider to carry out work under the Agreement. Where possible at law, such insurance should extent to cover the liability of Tetra Tech International Development for the acts or omissions of the Service Provider or its Personnel.
- c. Adequate property insurance covering any material created under this Agreement, supplies and the reinstatement of data while in the care, custody or control of the Service Provider for its full replacement value;
- d. Professional indemnity insurance with a limit of indemnity of not less than AUD20 million for any one claim and in the aggregate for all claims in any 12 month policy period, and including a right of reinstatement, which covers the liability of the Service Provider at general law arising from a negligent breach of duty owed in a professional capacity by reason of any at or omission of the Service Provider or Personnel. Such insurance must:

- i. have a definition of the covered “professional services” broad enough to include all professional services, activities and duties to be provided or performed by the Service Provider;
- ii. extend to cover claims related to software and IT risks; and
- iii. extend to cover claims for unintentional breaches of IP rights.

The Service Provider must maintain the Professional Indemnity insurance for the term of this Agreement and until the expiration of 6 years after the end of the Term;

- e. Adequate medical insurance (including medical evacuation and evacuation resulting from an insured event for the Services Provider’s Personnel) for persons engaged to carry out and aspect of the Services outside their country of permanent residence.

6. SPECIAL CONDITIONS

1 SECURITY AND CYBER SECURITY

In this clause:

“**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;

“**Data**” includes any information provided by either party from any source, or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

- 1.1 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.
- 1.2 In performing its obligations and exercising its rights under this Agreement, the Service Provider warrants and represents that it will:
 - (a) maintain adequate and effective administrative, technical and physical measures, controls, tools, systems, policies and procedures in accordance with good cyber security industry practice; and
 - (b) comply with any Direction from Tetra Tech International Development regarding cyber security practices that relate to the Services, including relevant requirements of the Special Conditions (if any).
- 1.3 The Service Provider must take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Security Incident or Cyber Attack on the Service Provider’s information technology systems that accesses, transmits or stores any Confidential Information or any other Data/Records connected with this Contract, including but not limited to, Contract Material, or Personal Information.
- 1.4 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 Security Incident or Cyber Attack on the Service Provider’s information technology systems.
- 1.5 If the Service Provider becomes aware of a Security Incident or Cyber Attack 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) and/or other relevant body.

1.6 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 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 Contract, providing full co-operation to Tetra Tech International Development or its independent auditors, including the Australian National Audit Office.

1.7 Tetra Tech International Development and the Service Provider will work together to identify and mutually agree upon:

- a) the course structure and course dates.
- b) a reimbursable budget for delivery costs (e.g. travel, accommodation, meals, conferencing) based on course structure (e.g. number of blocks), geographic location and number of participants. Milestones include a maximum allowable for reimbursable expenses with invoicing for these costs based on actual expenditure.

Fixed costs are separate to reimbursables and included in the Service Provider's proposal.

The Service Provider will provide Tetra Tech International Development a copy (or link) to its Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) and Child Protection (CP) policies AND evidence that Service Provider key staff have undertaken training in these areas. Alternatively, Tetra Tech International Development can support Service Provider key staff to undertake its PSEAH and CP training.

REPRESENTATIVES

Tetra Tech International Development's Representative	Service Provider's Representative
Name:	Name:
Position:	Position:
Telephone:	Telephone:
Email:	Email:

ESCALATION REPRESENTATIVES – in the event of a dispute

Tetra Tech International Development's Escalation Representative	Service Provider's Escalation Representative
Name:	Name:
Position:	Position:
Telephone:	Telephone:
Email:	Email:

SCHEDULE 3

SERVICE PROVIDER'S PROPOSAL

Insert Service Provider's approved proposal or attach to agreement and insert the following:

***REFER TO ATTACHED << DOCUMENT/S / SPECIFICATIONS / DRAWINGS / PICTURE/S >>
attached to this agreement.***

SCHEDULE 4

CLIENT & TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES & PROCEDURES

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.
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/aid/topics/development-issues/Pages/disability-inclusive-development-guidance-note), 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

- (k) DFAT's *Environmental Management System* outlined in the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: 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>.
3. The Service Provider must abide by any policies and procedures that Tetra Tech International Development requires, as varied from time to time.

The Service Provider confirms that it has read and understood the above Client Policies and that the requirements of the Client Policies must be complied with, where relevant to the Services

SIGNED for and on behalf of the Service Provider by:		
Authorised signatory name (print)		Name
Position:		Date:

SCHEDULE 5
Tetra Tech International Development
Code of Conduct

Purpose

The purpose of the Tetra Tech International Development Code of Conduct (which is made up of both the Tetra Tech Inc. Vendor Code of Conduct and Tetra Tech International Development Safeguarding Code of Conduct) is to provide a framework for decisions and actions in relation to our suppliers' conduct both in delivering services and as Tetra Tech International Development representatives in dealing with clients, stakeholders and partners.

It underpins our commitment to a duty of care to all stakeholders and clients receiving our services. The documents explain the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour and client service expected.

It is important for Tetra Tech International Development suppliers to understand that clients are contracting and paying Tetra Tech International Development to be a professional, responsive, and proficient contractor and that this extends to suppliers working with our organisation.

The Service Provider acknowledges that it has received the Tetra Tech International Development Code of Conduct, being the documents listed in Table 1 which are enclosed with this Agreement

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

Signature:	
Name:	
Position:	
Program:	
Date:	

Table 1

Document number	Document name
N/A	Tetra Tech Vendor Code of Conduct
N/A	Tetra Tech International Development Safeguarding Code of Conduct

Vendor Code of Conduct

June 2024

Leading with Science®

Contents

Section 1: Introduction	1
Section 2: Human Rights and Labor Standards of Vendor Engagement	1
2.1 Vendor Engagement.....	1
2.2 Non-discrimination and Harassment	1
2.3 Working Conditions and Occupational Health and Safety	2
2.4 Controlled Substances and Intoxicants	3
2.5 Allegations of Unlawful Conduct	3
2.6 Confidential Information and Intellectual Property	3
2.7 Media, Social Media and Public Relations.....	4
2.8 Anti-Slavery and Human Trafficking	4
2.9 Child Labor and Wage and Working Age Laws	4
2.10 Environmental Sustainability	5
2.11 Environment, Social and Governance	5
2.12 Freedom of Associations and Collective Bargaining	5
Section 3: Business Ethics	6
3.1 Accurate Records and Reporting	6
3.2 Quality	6
3.3 Legal Compliance.....	6
3.4 Anti-Corruption and Avoidance of Conflict of Interest	6
3.5 Anti-Competitiveness and Bribery.....	7
3.6 Money Laundering Prevention	7
3.7 Trade, Export, Import, and Sanctions Laws	7
Section 4: U.S. Government Business Conduct.....	8
4.1 Special Nature of Government Business.....	8
4.2 Vendor Negotiation and Pricing	8
4.3 Subcontracting and Anti-Competitiveness	8
4.4 Gifts, Meals or Gratuities	8
4.5 Kickbacks.....	9
Section 5: Reporting.....	9
5.1 Reporting Violations of the Code.....	9

5.2	U.S. Government Contract Reporting.....	9
5.3	False Reporting.....	9

Section 1: Introduction

For over 50 years of business, one thing has remained constant at Tetra Tech — our commitment to integrity and ethical business practices. Tetra Tech maintains business practice standards that command the respect of everyone with whom the Company conducts business including our vendors and subcontracting partners. These standards are intended to protect the Company’s reputation and brand, the quality of its products and services, and the best interests of its clients, shareholders, and employees.

The standards of conduct that guide our worldwide business operations are set forth in our Corporate Code of Conduct (“Corporate Code”). Each of our employees is expected to comply with the Corporate Code and to work diligently in maintaining the highest standards of ethical conduct.

As part of the Company’s supply chain management, Tetra Tech requires all vendors, suppliers, contractors, subcontractors and their agents (collectively “vendors”) to share this commitment and conduct themselves in accordance with this Vendor Code of Conduct (“Vendor Code”). We expect vendors to be familiar with our Vendor Code, to operate in accordance with the expectations outlined herein and to comply, at a minimum with all applicable laws, rules, regulations and standards within the geographies in which they operate.

Section 2: Human Rights and Labor Standards of Vendor Engagement

2.1 Vendor Engagement

Tetra Tech (the “Company” or “Tetra Tech”) understands that effective relationships with our vendors are based on the recognition of the value of each party and the need to provide a working environment conducive to the success of our projects. We require all vendors to abide by the standards outlined in this Vendor Code.

2.2 Non-discrimination and Harassment

We are committed to equal opportunity for our employees and vendors and to creating, managing, and valuing diversity in our business practices. No vendors shall engage in discrimination based on age, race, religion, ancestry, sex, gender identity, ethnic or national origin, marital status, disability, veteran status, sexual orientation, political affiliation, or genetics.

It is also the Company's policy to provide a workplace free of harassment which flows down to our vendors. Vendors must not engage in, condone, or tolerate physical, verbal, mental or sexual harassment against or among their workers.

Tetra Tech's commitment to diversity and inclusion includes recruiting and retaining employees from diverse backgrounds and experiences, creating awareness of diversity issues and benefits, and fostering a supportive environment where inclusivity is expected and prioritized. We seek vendors who value and promote diversity and inclusion in their business, products and services.

2.3 Working Conditions and Occupational Health and Safety

The Company's policy is to provide and maintain a workplace and all project sites free of safety and health hazards. The protection of vendor employee health and the prevention of work-related injuries and illnesses are a vital and integral part of Company operations. Tetra Tech has developed a comprehensive health and safety program to meet or exceed the applicable occupational health and safety requirements globally. The Company will continuously monitor and improve operations, procedures, technologies, and programs that are conducive to maintaining a safe, secure, and healthy working environment.

All vendors must provide a safe and healthy working environment that complies with local laws and minimizes occupational hazards. If vendors provide residential facilities for their workers, they must be safe and sanitary. All vendors are responsible for upholding the health and safety standards established by the Company. Specifically, each vendor employee shall be responsible for the following:

- Taking personal responsibility for his/her own health and safety, and for actions that affect others.
- Integrating health and safety elements into all aspects of their work.
- Abiding by established rules, regulations and safe work practices.
- Maintaining appropriate working hours, wages, and benefits that meet or exceed all local, state, and federal regulations and guidelines.
- Adhering to all health and safety standards, and providing input on new hazards and continuous improvement measures.
- Immediately reporting to a supervisor any unsafe act or condition that may exist in the workplace.
- Immediately reporting injuries, illnesses, or other incidents where an undesired event results or could have resulted in harm to people, or loss/damage to property, production, or the environment.
- Actively participating in Company-sponsored health and safety training as required for role or job function.
- Properly using assigned personal protective equipment at all times.

- Seeking to maintain good health to enable the safe performance of jobs, tasks, and responsibilities.
- Arriving fit to perform jobs, tasks, and responsibilities in a safe, secure, productive, and effective manner during the entire duration of the work.
- Refraining from behavior that could impair safety in the workplace.
- Notifying his/her line manager, supervisor or HR Representative when he/she is not fit for work, or face situations or concerns that may adversely impact his/her ability to perform work safely.
- Refusing to work when faced with the possibility of serious injury or imminent danger of death.

Tetra Tech's health and safety culture also extends to how we approach environmental sustainability. It is important that our vendors follow sustainable business practices that balance public wellbeing, economic, and environmental aspects of their businesses, as we do for our customers.

2.4 Controlled Substances and Intoxicants

The use, possession, manufacture, sale, or distribution of any controlled substance is prohibited on Company property or any of vendor's owned, leased, or managed property, and all job sites. Vendors are prohibited from providing any services to Tetra Tech while under the influence of controlled substances or intoxicants. Controlled substances include alcohol, illegal drugs, or prescription drugs without a valid prescription.

2.5 Allegations of Unlawful Conduct

Any vendor employee who is arrested or charged with illegal activity for any action that is related to his/her service to Tetra Tech or involves the use of Company property must promptly report the incident to his/her point of contact at Tetra Tech. As a standard practice, the Company will notify the vendor that the offending employee will be no longer be allowed to provide services to Tetra Tech.

2.6 Confidential Information and Intellectual Property

Vendor employees may occasionally be exposed to Tetra Tech's or our customers' confidential or proprietary information or intellectual property. Vendors must maintain and protect the confidentiality of all confidential or proprietary information and use such information only as it is authorized and intended. No vendor employees should access any confidential information without proper authority.

Confidential or proprietary information includes, but is not limited to:

- Computer software, programming code, systems, network equipment configuration settings, databases, documentation and all data therein;
- Financial data (including investments, profits, pricing, costs, and accounting);
- Procurement plans, vendor lists and purchase prices;

- Technical information relating to products, processes, and techniques;
- Customer and supplier lists;
- Marketing, advertising and sales programs and strategies;
- Information relating to acquisition or divestiture activity;
- Personal identifying information about personnel, as well as nonpublic recruiting and training materials;
- Strategic business plans;
- Systems, programs, and procedures; and
- Nonpublic business secrets that might be of use to Tetra Tech competitors, or harmful to Tetra Tech or its clients, if disclosed.

2.7 Media, Social Media and Public Relations

Media relations are the responsibility of Tetra Tech's Corporate Media and Communications department. All contacts with the media, including statements or responses, shall be handled through that department. If a vendor is contacted by a member of the media or is asked for a statement regarding Tetra Tech or any Company project, the vendor should immediately direct the inquires to the Tetra Tech Media and Communications Department at (626) 470-2439.

Given the wide access to the internet and the accompanying proliferation of blogs, social media, chat rooms, and message boards, as well as the widespread use of cellular phones with video capability, the traditional definition of the media has broadened. Any inquiry from a blogger, writer, reporter, or social media community member irrespective of the medium, should be referred to the Media and Communications Department. Vendors should not publish or comment via social media in any way that suggests they are communicating on behalf of Tetra Tech in any capacity.

2.8 Anti-Slavery and Human Trafficking

Tetra Tech does not tolerate slavery, forced labor, or human trafficking in any form, in our supply chains or any part of our business. Vendors shall comply with all applicable laws against forced labor, involuntary servitude, debt bondage, and trafficking in persons, including but not limited to the Trafficking Victims Protection Reauthorization Act and the Federal Acquisition Regulation anti-human trafficking regulation. Vendors may be required to follow additional policies and procedures in connection with goods and services pertaining to Tetra Tech contracts with or for the U.S. government.

2.9 Child Labor and Wage and Working Age Laws

Vendors will comply with all local minimum working age laws and requirements and not utilize child labor. Vendors must provide wages and benefits that meet or exceed local law requirements and are paid/provided in a timely manner.

2.10 Environmental Sustainability

Vendors are expected to share Tetra Tech's commitment to protecting and improving our environment with its projects around the world. At Tetra Tech, we are committed to *Leading with Science*® and innovation in our projects, our operations, and our communities to help achieve a more sustainable world. Tetra Tech is a member of the United Nations Global Compact — the world's largest corporate sustainability initiative — as part of its effort to continue to follow key environmental principles. Tetra Tech's sustainability program is documented in our annual Sustainability Report published each year on [tetratech.com](https://www.tetratech.com). Our sustainability program includes the following key components:

- Minimize greenhouse gas emissions and energy consumption.
- Prevent pollution prevention and manage wastes.
- Increase resource efficiency.
- Enhance biodiversity, encourage land conservation, and avoid deforestation.

Vendors are encouraged to comply with the above principles and take steps to minimize their use of natural resources and any negative impact their operations have on the environment. Vendors must operate in compliance with all applicable environmental laws.

2.11 Environment, Social and Governance

Tetra Tech considers Environment, Social, and Governance (ESG) metrics and standards when selecting potential supply chain sources. Environmental criteria gauge how a vendor safeguards the environment. Social criteria examine how it manages relationships with employees, suppliers, customers, and communities. Governance measures a company's leadership, executive pay, audits, internal controls, and shareholder rights.

Significant suppliers of services to Tetra Tech will be given a higher priority for selection if they demonstrate ESG policies that are in line with our own. Tetra Tech aims to identify companies with lower supply chain risk profiles, either through supply chain characteristics or through appropriate management of existing risks. In addition, we seek to select significant suppliers that are using sustainable supply chain management as an opportunity to improve our own long-term sustainability performance. Screening of suppliers will be conducted through our internal Supplier Qualification Module (SQM) which, among other things, helps screen out vendors who do not provide a safe work environment for their employees.

2.12 Freedom of Associations and Collective Bargaining

Vendors should provide workspace and working conditions that allow for freedom of associations and collective bargaining.

Section 3: Business Ethics

3.1 Accurate Records and Reporting

Vendors are required to record and report information accurately and honestly. Reporting, organizing or destroying information to mislead or misinform is prohibited. No entry shall be made or purposely omitted on any records or data that intentionally hides or disguises the true nature of the transaction, project, plan, or other business information, nor shall any data regarding Company business or services be falsified or distorted in any way. Vendor employees are responsible for promptly reporting any concerns regarding records and reporting to their Tetra Tech point-of-contact.

Vendors must keep employee records in accordance with all applicable laws and regulations.

3.2 Quality

Tetra Tech is dedicated to delivering high quality services to all its customers. We strive to deliver the highest quality services that exceed our customers' expectations through our Leading with Science © approach. Vendors must have the same commitment to quality in the work products and other services they provide.

3.3 Legal Compliance

Tetra Tech's policy is to comply with all laws and regulations that are applicable to its business both in the United States and in other countries in which it conducts business. Vendors are not permitted to take any action that would constitute a violation of law. Vendors must be familiar with and comply with the laws and regulations that govern their areas of responsibility.

3.4 Anti-Corruption and Avoidance of Conflict of Interest

The Company maintains offices and conducts operations around the world. Many of the countries in which the Company conducts business have laws and regulations that are significantly different than those in the United States. Vendors outside the U.S. are responsible for knowing and complying with these laws. Vendors must also take care to understand and respect the cultures and customs of the people with whom they work in these countries.

Tetra Tech's good reputation in the global marketplace relies on its commitment to complying with laws that prohibit bribery and corruption in international transactions. In conducting international business, vendors must know and comply with United States and non-U.S. laws that apply to the transaction.

Vendors must comply with the U.S. Foreign Corrupt Practices Act (“FCPA”), together with similar laws in other countries such as the Corruption of Foreign Public Officials Act in Canada, the U.K. Bribery Act of 2010, and the Brazilian Clean Companies Act. The FCPA is a federal law that makes it unlawful to, directly or indirectly, through partners, agents or intermediaries, bribe foreign government officials to obtain or retain business. The FCPA prohibits paying, offering, promising to pay (or authorizing to pay or offer) money or anything of value. The prohibition extends to corrupt payments to a non-U.S. official (employee), a political party or party official, or any candidate for non-U.S. political office. The FCPA also requires companies whose securities are listed in the United States to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. No undisclosed or unrecorded Company fund shall be established. No false or artificial entry shall be made on the books and records of the Company for any reason.

3.5 Anti-Competitiveness and Bribery

Vendors must not engage in acts or omissions that would interfere with competitiveness or involve bribery. Vendors may not offer, authorize, or give a bribe to a government official, or create the impression that a bribe has been offered, authorized or given. Vendors must take affirmative steps to prevent those doing business directly or indirectly before a government official on the Company’s behalf from engaging in bribery. Vendors must promptly report any suspected violations to their Tetra Tech primary point-of-contact.

3.6 Money Laundering Prevention

Vendors must comply with all applicable anti-money laundering and antiterrorism laws. Tetra Tech only conducts business with reputable customers and suppliers involved in sound business activities with funds derived from legitimate sources.

3.7 Trade, Export, Import, and Sanctions Laws

Vendors involved with international transactions are subject to a variety of laws and regulations of the United States and other countries, such as limits on some types of exports and imports, or restrictions on doing business with certain persons or entities. These rules prohibit certain transactions and/or impose licensing or reporting requirements. A violation of these laws could result in significant civil and/or criminal penalties. It is important for vendors to understand these restrictions.

U.S. and non-U.S. laws impose sanctions on business activities, including imports, exports, and financial transactions, with certain countries, entities, and other prohibited persons. U.S.-based companies are not permitted to participate in or support international boycotts that are not sanctioned by the US Government.

Many countries, including the United States, and countries in the European Union, restrict the export and import of “dual-use” items, which are items that have both a military and commercial use. Examples include encryption technology, certain high-end computers, and some kinds of telecommunications equipment (e.g., satellite telephones).

Section 4: U.S. Government Business Conduct

4.1 Special Nature of Government Business

Tetra Tech’s clients include U.S. federal, state, and local governments. Accordingly, it is necessary that all vendors on U.S. Government programs comply with all statutes, regulations, rules, and ordinances that apply to these transactions. The U.S. Federal Acquisition Regulation (“FAR”), and related laws and regulations, govern the Company’s business with U.S. government agencies. Vendors will comply with all applicable rules regarding socioeconomic considerations, including affirmative action, contracts with small and small disadvantaged businesses, and labor standard requirements.

4.2 Vendor Negotiation and Pricing

Under the U.S. Truth in Negotiations Act, the FAR requires the Company to certify in writing that its cost and pricing data are current, complete, and accurate up through the date of the agreement on contract price with the government. A claim of defective pricing, which could result in financial penalties and possible criminal charges against the Company and the individuals involved, may arise from a failure to comply with the Act. Cost or pricing data from vendors is subject to specific review and approval requirements coordinated by the Tetra Tech Finance or Accounting Department.

4.3 Subcontracting and Anti-Competitiveness

All vendors must comply with the terms and conditions of their subcontract, particularly in the areas of scope, key personnel, personnel qualification, deliverable products and testing. Tetra Tech follows special procedures when purchasing materials and services from other companies for use in government contracts. Many government contract requirements must be passed down to the Company’s subcontractors and suppliers.

4.4 Gifts, Meals or Gratuities

Vendors may not provide or pay for meals, refreshments, travel or lodging expenses, or give anything of value to, U.S. government employees, except as specifically permitted by U.S. law and the applicable regulations then in effect. The Company and its employees must also comply with state, local, and foreign government rules governing the acceptance of business courtesies.

4.5 Kickbacks

The U.S. Anti-Kickback Act forbids Tetra Tech and its vendors from offering, soliciting, providing, or accepting any gift, money, or other item of value for improperly obtaining or rewarding favorable treatment in connection with U.S. government prime contracts and subcontracts. The law also requires the Company to report violations to the government when there are reasonable grounds to believe that a violation exists.

Section 5: Reporting

5.1 Reporting Violations of the Code

Tetra Tech expects each vendor to promptly report to the Company any violations of this Vendor Code. If a vendor has reason to believe that such vendor or any of its representatives, or an employee of the Company or its representatives, may have violated this Vendor Code or any applicable law, rule or regulation, or otherwise engaged in unethical behavior, it is such vendor's responsibility under this Vendor Code to promptly report the violation to such vendor's primary Tetra Tech contact. If for whatever reason this is not possible or appropriate, please contact any of the following:

- Tetra Tech's Chief Compliance Officer at general.counsel@tetratech.com
- Tetra Tech's anonymous Ethics Hotline at **+1 800-886-2577** within in the United States
- Online anonymously at tetratech.ethicspoint.com

5.2 U.S. Government Contract Reporting

A vendor having knowledge of credible information concerning actual or potential violations of the Company's policies as related to U.S. government contracting must report these concerns. Timeliness of reporting any suspected violation is important since the Company has reporting obligations to the government. The Company encourages vendors to report even potential issues, which shall be without fear of retaliation.

5.3 False Reporting

Vendors who file reports or provide evidence which they know to be false or without a reasonable belief in the truth and accuracy of such information will not be protected, and may be subject to termination of services. In addition, except to the extent required by law, the Company does not intend this Code to protect vendor employees who violate the confidentiality of any applicable lawyer-client privilege to which the Company or its agents may be entitled under statute or common law principles, or to protect employees who violate their confidentiality obligations with regard to the Company's trade secret information. Any vendor employee who is considering the disclosure of

information that may violate these privileges or reveal Company trade secrets is advised to consult an attorney before making such disclosure.

Safeguarding Code of Conduct

1 Purpose

Tetra Tech International Development Pty Ltd creates effective international development solutions in collaboration with clients and communities. Drawing on extensive global expertise, we tackle complex social, economic, and environmental issues to foster positive change. Our **Safeguarding Code of Conduct, policies and procedures** aligns with and supports our purpose: thriving people, thriving communities, thriving planet, and actively embraces our values that commit us to a safe work environment.

This Safeguarding Code of Conduct applies to all personnel undertaking work for Tetra Tech International Development, referred to within this document as 'Tetra Tech'. Any reference made in this document to "personnel" whether internationally or locally recruited, regardless of the type or duration of the contract, includes direct employees, consultants, secondees, contractors and sub-contractors, visitors, volunteers, our partners – those individuals and companies that subcontract or consult on Tetra Tech programs – and the communities we work with at Tetra Tech.

This Safeguarding Code of Conduct ('Code') aims to:

1. Set clear standards of prohibited and expected behaviour and conduct relating to Child Protection ('CP') the Prevention of Sexual Exploitation, Abuse and Harassment ('PSEAH'), and Modern Slavery ('MS').
2. Enable Personnel to recognise safeguarding risks and unacceptable behaviours, duties and obligations, and to respond to suspected, potential or actual safeguarding incidents appropriately when required; and
3. promote a 'do no harm' approach in addressing safeguarding issues.

Tetra Tech has a **zero-tolerance** approach to sexual exploitation, abuse and harassment ('SEAH'), child abuse and exploitation, modern slavery and safeguarding related retaliation, and extends to inaction. Tetra Tech is committed to being a child safe organisation, and to promoting a culture that supports gender equality, and addresses the gendered drivers of violence against women and children. It is committed to fostering a culture where we prevent and respond decisively and appropriately to harm against people, and that all people are treated with dignity and respect, irrespective of country, project, or office where we work.

2 Application

This Code forms part of the contract that any Personnel enters into with Tetra Tech. It complements existing policies and procedures relating to CP, PSEAH, and MS. Personnel are expected to understand, apply and uphold our CP, PSEAH and MS policies¹, procedures, practices, and who Tetra Tech is accountable to.

In agreeing to this Code, Personnel confirm that they will also hold their employees, subsidiaries, subcontractors and third parties that they engage accountable to the values and standards set out in this Code.

The Code applies in respect of conduct that relates to, or is in any way connected with, working with Tetra Tech.

The definitions that must be applied to and form part of this Code, can be found in **Annexure "A"**.

3 Minimum Requirements

Tetra Tech's minimum requirements are informed by applicable laws, international standards, our policies, business needs and stakeholder requirements and expectations. We expect all Personnel to operate in a manner which meets or exceeds our minimum requirements and be able to demonstrate their commitment to Tetra Tech's expectations in relation to Child Protection, Prevention of Sexual Exploitation, Abuse and Harassment, and Modern Slavery.

¹ See <https://intdev.tetrattechasiapacific.com/responsible-business-practices/>.

PERSONNEL MUST

Personnel must:



- Comply with all requirements set out in this Code and in Tetra Tech CP, PSEAH and MS policies and procedures, and carry out duties in a way that upholds the values and principles of those Policies and procedures.
- Comply with all Australian and local relevant laws and regulations, including but not limited to labour laws in relation to child labour.
- Adhere to all Reporting requirements and timeframes, as set out in the PSEAH, CP and MS Policies and Procedures and this Code. See Section 5, Reporting of this Code.
- Ensure processes are in place which allow personnel to report non-compliance with this Code anonymously and free of retribution or other unfavourable treatment.
- Take appropriate steps to address and resolve breaches of the Code.
- Immediately **disclose** all charges, convictions, current or ongoing investigations and other outcomes of any offence(s) that relates to:
 - sexual exploitation, abuse and/or harassment;
 - modern slavery/trafficking in matters; and/or
 - child abuse/exploitation matters
 including those under traditional law, which occurred before or occurs during association with Tetra Tech.



- Ensure that all employees are aware of and have access to this Code.
- Provide true and accurate requested information to Tetra Tech in a timely manner, including in relation to operations, supply chains and other safeguarding-related matters, through questionnaires, interviews, site visits and audits.
- Ensure employees (including any employee in operations):
 - a. are provided with at least the minimum level of wages and other entitlements in compliance with relevant labour laws and applicable industrial instruments, in the country where the work is undertaken, but in all possible circumstances, strive to ensure employees are provided with a living wage;
 - b. do not pay any recruitment fees or related costs to employers, recruiters, or other third parties, or otherwise incur any debts in relation to such fees;
 - c. maintain exclusive possession of their travel and/or identity documents, other than in accordance with legislative requirements for obtaining relevant visas, etc.;
 - d. rights to freedom of association, collective bargaining and the right to form and join trade unions, in compliance with relevant local laws are respected; and
 - e. have access to an effective complaints and feedback mechanism.
- **Address/Remedy** any adverse impacts on human rights which the contractor has caused or contributed to.



- Ensure all conduct is and is seen to be of the highest ethical standards and that it creates and contributes to, and upholds a safe, respectful and supportive environment for all people, regardless of their age, gender or other factors.
- Bear in mind that conduct and activities outside the workplace, even if unrelated to official duties, should not compromise the interests of Tetra Tech, bring into discredit or offend the community in which they live or work.
- Contribute to building an environment where all people we work and interact with are respected, and protected from all forms of violence, abuse, exploitation and other abuses of power. For children to ensure this environment also protects them from neglect and upholds their best interests.
- Provide international development, programs and assistance in a manner that promotes the dignity and rights of all people we work and interact with (including workers, of program recipients, and other people impacted or engaged in Tetra Tech Programs and/or activities) and promotes specific pathways for seeking assistance for rights abuses including, but not limited to labour rights abuses, exploitation and other forms of violence, sexual exploitation, abuse and harassment (SEAH), and/or CP incidents.



- Cooperate in good faith with an investigation or audit, conducted in accordance with Tetra Tech policies;
- Attend and actively participate in all mandated **Safeguarding trainings**, including but not limited to Child Protection, Protection of Sexual Exploitation, Abuse and Harassment, and Modern Slavery.
- Identify, assess, manage and mitigate safeguarding **risks** in all work activities and contexts, including in operations and supply chains, in an ongoing and proactive manner. This includes taking all reasonable steps to prevent and respond to:
 - a. SEAH;
 - b. Safeguarding retaliation;
 - c. All forms of violence against, and the exploitation, neglect and abuse of, children, including:
 - Where working with or contact with children is identified, all downstream partners (including Personnel) who are engaged by Tetra Tech to perform any activity, **must** develop and implement a child-safe approach and comply with relevant minimum child protection standards as set out in Tetra Tech's Child Protection Policy.
 - d. Modern Slavery, including to manage operations and supply chains in a manner:
 - That upholds the United Nations (UN) Universal Declaration of Human Rights, UN Guiding Principles on Business and Human Rights, and the International Labour Organization's Core Conventions; and
 - With the overall aim of avoiding or mitigating modern slavery risks, harms and other impacts.
- Comply with confidentiality and data protection requirements, including but not limited to:
 - Only disclose personal information, images, or data related to children, or a victim/survivor of PSEAH/MS with proper informed consent and necessary safeguards; and
 - The requirements set out in **Section 4, Photographing, filming and/or recording a child** herein.

PERSONNEL MUST NEVER

Specifically, but not exclusively, personnel must never:



- Fail to comply with the minimum requirements outlined in this CoC.
- Discriminate against or treat any person disrespectfully because of their age, race, colour, gender, language, religion, political or other opinion, national, ethnic, geographical, social origin, property, disability, birth or other status.



- Engage in actions or behaviours that are and/or could be perceived by others as: any type of abuse, exploitation and/or harassment, including sexual abuse, sexual exploitation, sexual harassment; inappropriate; demeaning; and/or culturally inappropriate.
- Engage in safeguarding-related retaliation.
- Offer special benefits (including money, employment, goods, assistance, or services) in exchange for expressed, implied, or demanded sex, or sexual favours or other forms of humiliating, degrading or exploitative behaviour.
- Actually, or attempt to abuse a position of vulnerability, differential power or trust for sexual purposes. This includes profiting monetarily, socially, or politically from the sexual exploitation of another.
- Engage in any of the following verbal or written conduct or behaviour, including via electronic communication, any platform or telephone, (to adults or children): abusive, sexually derogatory remarks, sexually provocative, graphic verbal commentaries about an individual's body or dress, sexually abusive, sexually degrading words used to describe an individual, sexually suggestive, or obscene letters, notes, emails or invitations, demeaning, inappropriate (including culturally inappropriate) language or comments, name-calling, innuendos, slurs, jokes, sexual advances, or propositions.
- Engage in any of the following visual conduct: leering, sexual gestures, displaying or distributing sexually suggestive objects or images, cartoons, graffiti posters or magazines including the electronic forms of these objects or pictures.
- Actually, or threaten physical contact or conduct, such as patting, pinching, blocking movements, any non-consensual kissing, touching, grabbing or rubbing, or any other non-consensual or offensive contact.
- Engage in rape or attempted rape, as well as any other sexual activity not consented to, or threaten an unwanted sexual act.
- Use the organisation's computer equipment or other technology or office space to view, download, create, distribute, share or save in any format indecent or inappropriate material, including but not limited to any material of a sexually abusive or exploitative nature, adult pornography, or child pornography, or child sexual abuse, or child sexual exploitation material, or anything sexual in nature.
- Condone, engage in or be a party to trafficking in persons or child trafficking.




- Pursue a personal relationship with a member of staff you directly line manage, have line management responsibility over, or with whom you work on a daily basis.
- Pursue a personal relationship with any program recipient.
- Engage in transactional sex or sexual activities. This includes the services of prostitutes or sex workers, regardless of the legal status of prostitution in the country the personnel is in, or their country of origin. This extends to such use outside of working hours.
- Engage in Modern Slavery or use Modern Slavery practices in their operations or supply chain.
- Cause another person to enter into or remain in forced labour or conduct a business involving the forced labour of another person, where 'forced labour' refers to work or services conducted under the threat of penalty, where the person has not offered themselves voluntarily.
- Engage in fraternisation, as non-national personnel in the field, whilst engaged in the delivery of business – or – where you hold a differential power imbalance, for instance in emergency or disaster work even as a national of the country.





- Engage in child abuse of any kind (including physical, emotional/psychological, sexual or other) and/or child exploitation, or any actions or behaviours that could be construed as child abuse or exploitation. This includes any actions or behaviours that cause emotional or psychological harm to children, such as bullying, intimidation, or exposing them to distressing situations.
- Use any technology, including any computers, mobile phones, video cameras, cameras, social media or other technology or platform to exploit or harass children, or access child exploitation material through any medium.
- Engage children under the age of 18 in any form of sexual intercourse or sexual activity, including, but not limited to: grooming, exposing children to sexual images or activities, paying for sexual services or acts.
- Invite unaccompanied children into any private residence (including your home, unless they are at immediate risk of injury or in physical danger).
- Be alone when working near children, unless absolutely necessary.
- Sleep close to unsupervised children, unless absolutely necessary, in which case you must obtain your supervisor's permission, and ensure that another adult is present if possible (noting that this does not apply to an individual's own child/children).
- Use physical punishment on a child or vulnerable adult
- Engage in or arrange a marriage of a child (marriage of someone under the age of 18) or any practices that could be construed as facilitating the marriage of a child.
- 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.
- Employ children below the minimum legal working age according to local labour laws, or employ a child (under 18 years of age) to engage in hazardous work which may cause harm to their health, safety or welfare, or 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.
- Engage in, or express interest in, any form of sexual activity with children (any person below the age of 18), including paying for sexual services. Where the country's age of consent/adulthood is higher than 18, then the highest age is taken. Mistaken belief in the age of a person is not a defence. It is also not a defence if locally the age of majority or consent is lower than 18.


4 Photographing, filming and/or recording a child


When **photographing or filming or recording a child** or using children's images/audio for Tetra Tech work-related purposes or in the course of employment, Personnel must:


- 

Avoid using any personal devices to photograph or film or record or store photographs, videos, audios or other images/recordings wherever possible. If a personal device is used - immediately and securely move to a work device and delete it from the personal device.
- 

Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming or recording a child.
- 

Obtain informed consent from the child and parent or guardian of the child before photographing or filming or recording a child and in doing so, you must explain how the photograph or film will be used (including any potential uses in future, where it will be used, who will see it, how it will be presented and in what context). Informed consent must also include information that the child and/or the child's parent/guardian can withdraw consent for Tetra Tech's use of the image and how they may do this. If they consent to the image being shared with third parties, such as clients, it should be noted that Tetra Tech no longer will have control over that image or ability to seek for it to be removed/consent withdrawn.
- 

Ensure photographs, films, videos, and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner, nor with vulnerable or submissive connotations. Children should be adequately clothed, including covering their buttocks, genitals and nipples, and not in poses or clothing that could be seen as sexually suggestive. Ensure images are honest representations of the context and the facts and avoid perpetuating stereotypes or stigmatisation.
- 

Ensure the safe and secure storage of photographs, videos, audio or other images/recordings, and ensure that 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. This includes limiting access to authorised personnel and utilising encrypted storage solutions wherever possible.
- 

Ensure that informed consent is provided, along with any images and video, to the Adelaide-based communications team so that they can be appropriately filed to ensure compliance with audit requirements. Please note: A guardian does not include a teacher, principal or community leader.

5 Reporting

5.1 Zero tolerance

- 5.1.1 Tetra Tech has a **zero-tolerance** approach towards sexual abuse, exploitation and harassment (SEAH), and child abuse and child exploitation, modern slavery and safeguarding-related retaliation. This zero-tolerance extends to inaction which means Personnel must take action for all disclosures, complaints or information they receive about potential, presumed, suspected or actual safeguarding incidents or matters.
- 5.1.2 It is not up to Personnel to determine or investigate whether an incident or matter has occurred or not. The obligation is to report regardless of their personal beliefs.

5.2 Personnel must comply with the requirements in this table:

What Personnel must report	When Personnel must report by	How Personnel must report
<p>Child Protection</p> <p>Including, but not limited to any known, suspected or alleged conduct by themselves or others which constitutes child abuse or exploitation (including possession of child sexual abuse or child exploitation material), or conduct. Including neglect, in which a child or vulnerable adult is placed at risk of harm.</p> <p>*NOTE: This report must be made, regardless of whether the victim/survivor has consented.</p>	<p>Immediately</p>	<p>You must notify Tetra Tech of the any Child Protection, SEAH, Modern Slavery, Safeguarding-related retaliation and/or non-compliance matters by providing all available relevant detail and information concerning the allegation.</p> <p>You can choose to report in one of the following ways:</p> <ol style="list-style-type: none"> Supervisor, Manager or Leader; Safeguarding Focal Point; By emailing: <p>For Child Protection: child.protection@tetrattech.com</p> <p>For PSEAH: pseah@tetrattech.com</p> <p>For Modern Slavery: modern.slavery@tetrattech.com</p> <ol style="list-style-type: none"> Call the COZ Safeguards Hotline on +61 8 8375 4433, or via Microsoft teams COZ Safeguards Hotline; <ul style="list-style-type: none"> » Post to Ground Floor 422 King William Street, Adelaide SA 5000; Annonymously report through the complaints and reporting page on Tetra Tech's website https://intdev.tetrattechasiapacific.com/complaint/ Annonymously report via Tetra Tech's anonymous, 24-hour-a-day Ethics Hotline: dial 1800 683 082 within Australia or access hotline numbers outside of Australia, or via Tetra Tech's anonymous online reporting portal at tetrattech.ethicspoint.com
<p>SEAH</p> <p>Including but not limited to any known, suspected or alleged conduct by themselves or others which constitutes sexual exploitation, abuse, or harassment.</p> <p>*NOTE: This report must be made, regardless of whether the victim/survivor has consented.</p>	<p>Immediately</p>	
<p>Modern Slavery</p> <p>Including but not limited to any known, suspected, or alleged conduct by any personnel which constitutes engaging in Modern Slavery, or an actual or reasonably suspected breach of Modern Slavery Laws.</p>	<p>Immediately</p>	
<p>Safeguarding-related retaliation</p> <p>This includes but is not limited to any safeguarding related retaliation that personnel have witnessed, know of, or suspect.</p> <p>*NOTE: This report must be made, regardless of whether the victim/survivor has consented.</p>	<p>Within two (2) working days</p>	
<p>Non-compliance (with this Code of Conduct and/or relevant Policies)</p> <p>This includes but is not limited to any non-compliance that personnel have witnessed, know of, or suspect, including failure to report any change in circumstances.</p>	<p>Within two (2) working days</p>	

When reporting, the following steps should be taken in line with the timeframes listed above under the PSEAH, Child Protection, and Modern Slavery sections, **personnel must also:**

- 5.2.1 Ensure the immediate safety of the victim/survivor (with their consent).
- 5.2.2 Take appropriate actions in response to the incident, which may include suspending or terminating the engagement of the individual(s) accused and/or referral for criminal investigation.
- 5.2.3 Share information on the allegation with relevant authorities as appropriate, after carrying out a risk assessment and obtaining informed consent from the victim/survivor(s).
- 5.2.4 Refer the victim/survivor(s) to safe and confidential victim/survivor assistance, including legal assistance (where available) based on their needs and consent.
- 5.3 Where an individual has already reported, but becomes aware of additional information, the individual must also report that information.
- 5.4 There will be no repercussions for those who report issues or alleged incidents. For example, reporting will not put you at risk of losing your contract or agreement with Tetra Tech. Repercussions are unlawful and are against Tetra Tech's values and policies.

6 Declaration

I confirm that I have read, understood, and shall abide by this Code for the entire period I am contracted by, associated with, and/or represent Tetra Tech. I understand that violation or non-compliance of any of the above Code or the PSEAH, Child Protection and Modern Slavery policies that underpin it, may result in immediate disciplinary action, which can include termination of my agreement with Tetra Tech.

I understand that Tetra Tech must be satisfied that the personnel or contractor it decides to engage to deliver services can meet and apply SEAH, CP and Modern Slavery safeguarding standards and will conduct checks to ensure compliance.

Name	
Title	
Company (if applicable)	
Signature	
Date	

Date	Description	Content Owner	Approver
November 2024	Content updated to include all personnel undertaking work at Tetra Tech	Head, Legal, Risk, Compliance	Managing Director, Asia & Pacific
Review frequency:		1 years	Next review by: November 2025

Annexure A

Definitions

Term	Definition
Changes in Circumstances	<p>Personnel should report the following changes in circumstances to management:</p> <ul style="list-style-type: none"> • involvement in criminal activity • disciplinary procedures and/or criminal or civil court proceedings relating to child exploitation and/or abuse, or any other forms of exploitation and/or sexual matters.
Child/Children	<p>In accordance with the United Nations Convention of the Rights of the Child, 'child' means every human being under the age of 18 unless under the law applicable to the child, majority is attained earlier. For the purposes of this Policy, DFAT considers a child to be a person under the age of 18 years, or in countries where the age of majority is older than 18, the highest age will apply.</p>
Child Abuse Material	<p>Material that depicts or describes (expressly or implicitly) a child under 18 years of age as a victim of torture, cruelty or physical abuse.</p>
Child Exploitation	<p>One or more of the following:</p> <ul style="list-style-type: none"> • committing or coercing another person to commit an act or acts of abuse against a child, including sexual abuse • possessing, controlling, producing, distributing, obtaining or transmitting child exploitation material • committing or coercing another person to commit an act or acts of grooming or online grooming using a minor for profit, labour, sexual gratification, child sexual exploitation material (sometimes referred to as child pornographic material) or some other personal or financial advantage • any act of child trafficking
Child Exploitation Material	<p>Material, irrespective of its form, which is classified as child abuse material or child pornography material.</p>
Child Pornography Material (also referred to as Child Sexual Abuse Material)	<p>See definition of Child Sexual Abuse Material.</p>
Child Sexual Abuse Material (also referred to as 'Child Pornography')	<p>In accordance with the Optional Protocol to the United Nation's Convention on the Rights of the Child, 'child pornography' means 'any representation, by whatever means, of a child engaged in real or simulated explicit sexual activities or any representation of the sexual parts of a child for primarily sexual purposes.' For further information about child pornography offences, refer to the Criminal Code Act 1995. This includes material that depicts or describes a person, or is a representation of a person, who is, or appears to be, under 18 years of age and is engaged in, or appears to be engaged in, a sexual pose or sexual activity, or is in the presence of a person who is engaged in, or appears to be engaged in, a sexual pose or activity, and does this in a way that a reasonable person would regard as being, in all the circumstances, offensive.</p>
Child Trafficking (also referred to as 'Trafficking in Minors')	<p>Child Trafficking (or Trafficking in Minors) is defined in two elements:</p> <ul style="list-style-type: none"> • The act of recruiting, transporting, transferring, harbouring or receiving a child; for • the purpose of exploitation (exploitation includes but is not limited to: slavery, or a condition similar to slavery, servitude, forced labour, sexual exploitation, prostitution, forced marriage, removal of organs, begging, debt bondage, or other forms of exploitation). <p>This includes attempts and intentions to traffic a child. The means and/or the consent of the child (and/or their parent/guardian) to the actual or intended exploitation is irrelevant.</p>

Term	Definition
Downstream partner	Includes all suppliers, individuals and organisations with whom Tetra Tech directly enters into an Agreement to deliver work and/or its objectives, including but not limited to: <ul style="list-style-type: none"> • suppliers of goods and services • contractors and service providers including consultants, advisers and other directly contracted individuals • non-Government Organisations (NGO), Civil Society Organisations (CSO) • grant recipients • multilateral organisations • partner governments and bilateral donor partners • other Australian Government entities
Fraternalisation	Any relationship that involves, or appears to involve, partiality, preferential treatment or improper use of rank or position including but not limited to voluntary sexual behaviour. It could include sexual behaviour not amounting to intercourse, a close and emotional relationship involving public displays of affection or private intimacy and the public expression of intimate relations
Grooming (see also ‘Online Grooming’)	Generally, refers to behaviour that makes it easier for an offender to procure a child for sexual abuse, to obtain sexual material of a child, to obtain a child’s trust or compliance, to maintain the child’s silence, and/or to avoid discovery of sexual abuse. This includes behaviours that manipulate and control a child, as well as their family, kin and carers, or other support networks, or organisations to perpetrate child sexual abuse. For example, an offender might build a relationship of trust with a caregiver and then seek to spend time alone with the child, or an offender might build a relationship of trust with the child, and then seek to sexualise that relationship (for example by encouraging romantic feelings, or exposing the child to sexual concepts through pornography). Grooming can occur in families, by other people a child knows, within organisations and online.
Emotional Abuse (of a child) (sometimes referred to as psychological abuse)	Refers to a person’s, in particular a parent or caregiver or other adult’s inappropriate verbal or symbolic acts toward a child, or a pattern of failure over time to provide a child with adequate non-physical nurture and emotional availability. This includes acts and omissions that have a high probability of harming the development of a child, including long-term physiological harm, mental health consequences, damaging a child’s self-esteem or social competence. It may include terrorising a child, repeatedly making a child feel frightened by threatening to kill, hurt or abandon them, threat of abandonment, harm, injury or danger against a child or a child’s loved ones or objects, repeated interactions with a child that convey they are worthless, flawed, unloved, unwanted, endangered, only valued by meeting the needs of others, repeatedly belittling, degrading, shaming or ridiculing, repeatedly singling out a child to criticise or punish, repeatedly humiliating a child, repeatedly pushing a child away and ignoring them, repeatedly insulting, name calling, hurting a child’s feelings, psychological bullying (direct or indirect), including cyber-bullying and cyber stalking, harassing, exposure of a child to acts of violence, including physical, sexual or psychological that occur within the family or domestic unit, resulting in or with a high likelihood of resulting in psychological, social, emotional and behavioural problems.
Employee/s	A person employed by Tetra Tech on a permanent, contract or temporary basis in Australia or overseas. ‘Employees’ also includes all employees engaged by Tetra Tech’s Suppliers and other non-Employees (such as independent and sub-contractors) who perform work for Tetra Tech).
Modern Slavery	Includes any conduct which constitutes modern slavery under any Modern Slavery Law, including without limitation, slavery, human trafficking, servitude, forced labour, deceptive recruiting of labour, the worst forms of child labour, and forced marriage, including in supply chains.
Modern Slavery Laws	Refers to the <i>Modern Slavery Act 2018</i> (Cth), the <i>Modern Slavery Act 2018</i> (NSW), Divisions 270 and 271 of the <i>Criminal Code 1995</i> (Cth), the <i>Human Rights Act 2019</i> (Qld), and any other binding or non-binding guidelines issued by an entity or person so

Term	Definition
	authorised under Modern Slavery Law, and anti-Modern Slavery laws or regulations in force in Australia, and other jurisdictions in which Tetra Tech operates, or otherwise applicable to Tetra Tech or the Supplier 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. Where there are inconsistencies between laws, personnel will be held to the highest standard.
Neglect (of a child)	The failure by a parent or caregiver to provide a child (where they are in a position to do so) with the conditions that are culturally accepted as being essential for their physical and emotional development, wellbeing and protection from danger. This may include a failure to meet their psychological or physical needs, to protect them from danger, to obtain medical, educational or other services when those responsible for the child's care have the means, knowledge and access to services to do so.
Online Grooming (also see Grooming)	Is the process of establishing and building a relationship with a child while online, to facilitate sexual abuse that is either physical (in person) or online. This is achieved through the internet, or other technologies such as phones, social media, gaming, chat and messaging applications. Online grooming may involve perpetrators encouraging children to engage in sexual activity, to send sexually explicit material. This may include: the act of sending an electronic message to a child, with the intention of procuring the recipient to engage in or submit to sexual activity with another person, including but not necessarily the sender; or of sending an electronic message with indecent content to a recipient who the sender believes to be a child. To evade detection whilst grooming children, perpetrators may also convince children to use different online platforms, including those using encrypted technologies.
Physical Abuse (of a child)	The use of physical force against a child that results in or has a high likelihood of resulting in harm to the child. Harm includes injury, pain or psychological suffering. Physically abusive behaviour includes shoving, hitting, slapping, shaking, throwing, knocking a child down, punching, pushing, kicking, scratching, pinching, pulling hair, forcing a child to stay in an uncomfortable position, confining a child through isolation or in humiliating or degrading conditions, repeatedly confining a child, placing unreasonable limitations on their freedom of movement or social interactions, biting, burning, strangling, maiming a child, wounding a child, acid attacks, removal of organs for non-medical reasons, genital mutilation, assault with a weapon and poisoning.
Retaliation (Safeguarding Related)	<p>Retaliation means any direct or indirect detrimental action that adversely affects the employment or working conditions of an individual where such action has been recommended, threatened or taken for the purpose of punishing, intimidating or injuring an individual because that individual:</p> <ul style="list-style-type: none"> • has made a disclosure/report against that person or another colleague/personnel/partner in relation to safeguarding (including PSEAH/Child Protection/Modern Slavery). • Complied with their obligations under a code of conduct, PSEAH/Child Protection/Modern Slavery policy/procedure. • Cooperates in good faith with an investigation or audit in accordance with policies, procedures, legal or other obligations.
Sexual Abuse (of an adult)	The actual, threatened or attempted physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. This includes, but is not limited to sexual assault, rape, molestation, and other forms of non-consensual sexual activity such as kissing or touching. Any sexual activity with a child (as defined herein) is considered sexual abuse, - also referred to as child sexual abuse.
Sexual Abuse (of a child)	The involvement and/or use of a child in any sexual activity or for sexual gratification by an adult or significantly older child or adolescent. This includes acts that are either completed or attempted. Sexually abusive behaviours can include touching or fondling genitals; masturbation; oral sex; rape, vaginal, anal or oral penetration of a sexual nature of the body of a child with any body part or object, including by a penis, finger or any other object; fondling or touching breasts; voyeurism; exhibitionism; making a child touch someone else's genitals, and exposing the child to, or involving the child in, pornography, sexual abuse or sexual activities. This also includes non-contact sexual acts - any form of verbal or non-verbal non-physical conduct, whether isolated or persistent that involves references to the body, sexual organs or sexuality

Term	Definition
	of the child, including conduct via technology. For instance, threats of sexual nature, sexual grooming, unwanted sexual jokes, exposing of sexual organs, subjecting a child to sexual advances, persistent leering looks, stalking of a sexual nature, sexting.
Sexual Exploitation	Any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including but not limited to profiting monetarily, socially, or politically from the sexual exploitation of another. For example, coercing individuals into engaging in sexual activities, sexual acts or sexual favours, in exchange for aid, money, goods, services, employment opportunities, or other benefits.
Sexual Harassment	A person sexually harasses another person, including a child, if the person makes an unwelcome sexual advance or an unwelcome request for sexual favours, or engages in other unwelcome conduct of a sexual nature, in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated the possibility that the person harassed would be offended, humiliated or intimidated. (Definition as per the Sex Discrimination Act 1984). The perspective of the person targeted by the conduct decides what is reasonable or not in terms of unacceptable behaviour.
Supplier/s	<p>An entity or person who has entered into an agreement with Tetra Tech for the supply of goods or services.</p> <p>Unless otherwise indicated, a reference to 'Suppliers' in this document includes a Supplier's employees, subsidiaries, subcontractors and other third parties engaged by the Supplier.</p>
Trafficking in persons (relates to trafficking an adult; this is also referred to as 'Trafficking in Human Beings', 'Human Trafficking', and 'Trafficking').	<p>Trafficking of adults is defined in three elements:</p> <ul style="list-style-type: none"> • The act (recruit, transport, transfer, harbour or receive); through • the means (through force, coercion, abuse of power, preying on vulnerability, abduction, threats, fraud, or deception, or the giving or receiving of payments, or benefits to achieve the consent of the person having control of another person); for • the purpose of exploiting another person (Exploitation may include slavery, or a condition similar to slavery, servitude, forced labour, sexual exploitation, prostitution, forced marriage, removal of organs, begging, debt bondage, or other forms of exploitation.) <p>This includes attempts and intentions to traffic a person. The consent of the victim to the actual or intended exploitation is irrelevant.</p>
Trafficking in Minors (also referred to as 'Child Trafficking')	See definition for 'Child Trafficking'.
Transactional Sex	<p>A person can be sexually exploited through transactional sex (the exchange of money, employment, goods or services, or other advantages for sex or sexual acts), even in places where sex work is legal.</p> <p>For these reasons, transactional sex is prohibited across all HDP settings, regardless of the legal status of prostitution in the country the personnel are in, or their country of origin. This extends to outside of working hours.</p>