



**TETRA TECH**  
International Development

**Request for Tender**

**AM 13017**

**for**

**the Vietnam Australia Centre Strategic  
Leadership Course**

**Structure of Invitation**

Part A – Procurement Process Guidelines

Part B – Scope of Services

Part C – Draft Services Agreement

Part D – Technical Assessment Selection Criteria

Part E – Financial Assessment Selection Criteria

# **AM 13017**

## **Part A: Procurement Process Guidelines**

## Invitation to Tender

You are invited to submit a tender for the provision of:

**the Vietnam Australia Centre Strategic Leadership Course**

## Principal

**Tetra Tech International Development Pty Ltd**

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

## Tetra Tech International Development's Requirements

Tetra Tech International Development Pty Ltd (Tetra Tech International Development) as the managing contractor of the Aus4Skills Program and the Vietnam Australia Centre (VAC) on behalf of the Australian Department of Foreign Affairs and Trade, is seeking tenders from Australian service providers to design and deliver a **Strategic Leadership Course** (the "**Activity**") for up to 20 senior officials (i.e. Director General, Deputy Director General level or equivalent) from the VAC's Foundational Partners and other targeted organisations, as further described in the Part B, Scope of Services.

To submit a proposal to design and deliver the Activity the lead organisation must be an Australian non-governmental organisation, consulting firm, training organisation or tertiary institution.

It is intended that a single organisation (either alone or as the lead of a consortium) be contracted to design and deliver the Activity.

## Important Dates

Lodgment and Query Dates	
Invitation Issue Date	17 February 2026
Closing Date for registration of intent to submit a Proposal	3 March 2026
Last Queries Date	10 March 2026, 5:00 pm South Australia time
Closing Date and Time	16 March 2026, 5:00 pm South Australia time
Indicative Timetable	
Completion of evaluation	30 March 2026
Notification to successful Supplier(s)	31 March 2026
Notification to unsuccessful Supplier(s)	31 March 2026
Contract commencement	Early April 2026

## Offers and Lodgment

<b>Alternative Offers</b>	Alternative Offers may be submitted	<input checked="" type="checkbox"/> No
<b>Form of Lodgment</b>		
<b>Form of lodgment</b>	<input checked="" type="checkbox"/> Electronic	
<b>Internet/electronic lodgment</b>	Lodgment Address	<a href="mailto:procurement@aus4skills.org">procurement@aus4skills.org</a>
<b>Offer Validity Period</b>	90 days from the Closing Date and Time	

## Contact Person

<b>Name</b>	Andrea Wilson
<b>Position</b>	Contracts and Services Advisor, Aus4Skills
<b>Email</b>	<a href="mailto:procurement@aus4skills.org">procurement@aus4skills.org</a>

## Evaluation Criteria

<b>Mandatory criteria</b>	<p>Tenderers will be evaluated on the following criteria as further described in Part D:</p> <ul style="list-style-type: none"> <li>A. Prior performance and experience</li> <li>B. Technical approach and response to Activity specification</li> <li>C. Core personnel</li> <li>D. Value for money</li> </ul>
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## Indigenous Procurement Policy

<b>Indigenous Procurement Policy</b>	<p>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 <a href="https://www.dpmc.gov.au">https://www.dpmc.gov.au</a> for further information).</p> <p>Tenderers should note that the Indigenous Procurement Policy does not apply to this procurement.</p> <p>However, in completing a submission, Tenderers are encouraged to provide information on how their organisation or quote stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.</p> <p>Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Respondent's supply chain.</p>
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## **1 Invitation**

### **1.1 Tetra Tech International Development's Requirements**

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

### **1.2 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 Tenderer to amend their Offer.

### **1.3 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.

### **1.4 The Use of Invitation**

Without the express prior written consent of Tetra Tech International Development, the Tenderer 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.

### **1.5 Procurement Process does not create a Contract**

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

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

## **2 Structure of Invitation**

### **Part A Procurement Process Guidelines**

Part A contains general information about the Procurement Process and how the Tenderer can make an Offer.

### **Part B Scope of Services**

Part B sets out Tetra Tech International Development's Requirements in detail.

### **Part C Draft Services Agreement**

Part C contains the proposed terms of the contract that may be entered into between the Tenderer and Tetra Tech International Development if the Tenderer's Offer is successful.

### **Part D Technical Assessment Criteria**

Part D sets out the information that the Tenderer is required to provide in the Offer. The Tenderer must complete all parts of the Part D Response Schedule.

### **Part E Financial Assessment Criteria**

Part E sets out the information that the Tenderer is required to provide in the Financial Offer. The Tenderer must complete all parts of the Part E Response Schedule.

## 2.1 Contact Person

The Tenderer 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.

## 2.2 Requests for Clarification

Up to and including the Last Queries Date, the Tenderer 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 Tenderers of any question or matter any Tenderer 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 Tenderer that it considers to be unsolicited or otherwise impermissible.

Additional information about this Invitation and any Addendum developed will be made available on the tenders' page of the Tetra Tech International Development website:

<https://intdev.tetratechasiapacific.com/work-with-us/tender-opportunities/>

Australian Tenders: <https://www.australiantenders.com.au/>

And AusConnect: <https://ausconnect.dfat.gov.au/>

## 3 The Tender Offer

### 3.1 Format of Offer

The Offer must be completed using the Part D Response Schedule, (unless the Tenderer is otherwise directed).

The Offer must:

- a) be in English
- b) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled
- c) quote prices in Australian dollars that are tax exclusive and, in relation to tax, must state where the tax is applicable and show that amount separately
- d) stipulate fixed prices (unless otherwise specifically required or indicated)
- e) 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.

### 3.2 Conforming Offer

The Tenderer must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Supplier 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

### 3.3 Alternative Offers

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

Where the Tenderer proposes an Alternative Offer, the Tenderer 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.

### **3.4 Cost of Preparing the Offer**

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

## **4 Lodging an Offer**

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

### **4.1 Email**

If the Tenderer is lodging an Offer via email, the Tenderer must satisfy the requirements for email lodgement specified in the Reference Schedule.

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

The Tenderer 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 Tenderer needs to modify a single document or a group of documents, the Tenderer will need to submit all documents again.

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

### **4.2 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 take into account a late tender.

### **4.3 Validity**

By lodging an Offer the Tenderer agrees that the Offer will remain open for acceptance by Tetra Tech International Development for the validity period specified in the Reference Schedule.

### **4.4 Tetra Tech International Development's Use of The Tenderer's Offer Materials**

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

Intellectual Property owned by the Tenderer 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 Tenderer acknowledges and agrees that the Tenderer 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.

## **5 Consortia and Sub-Contracting**

### **5.1 Consortia**

If the Tenderer 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 Tenderer as the preferred contact person for any consortium Offer.

### **5.2 Sub-contracting**

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

## **6 Procurement Process Conduct**

### **6.1 The Tenderer's Conduct**

The Tenderer 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 Supplier
- f) comply with all laws in force in Australia applicable to this Procurement Process
- g) disclose whether the Tenderer 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 Tenderer must not be named as not complying with the Workplace Gender Equality Act 2012 (Cth);
- j) The Tenderer 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 Tenderer becoming so listed;
- k) The Tenderer 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 Tenderer has fully complied, or is fully complying with the Court or Tribunal order; and
- l) The Tenderer agrees to contract as a single legal entity.

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

## 6.2 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 Suppliers the opportunity to compete fairly.

## 6.3 Confidentiality

The Tenderer must identify any aspect of the Offer that the Tenderer 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 Tenderer 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 Tenderer is obliged to maintain its confidentiality. The Tenderer may disclose confidential information to any person that has a need to know the information for the purposes of submitting the Offer.

## 6.4 Commonwealth Procurement Rules and PGPA Act

Tenderers 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: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html>

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

## 6.5 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).

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

However, in completing Part D, Response, tenderers 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 subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.

## 6.6 Disclosure of Information Provided by Tenderers

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 Tenderer information that has been provided in-confidence by another.

Tenderers 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.

## 7 Evaluation Process

### 7.1 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: -

<b>Evaluation Criteria</b>	<b>Weighting</b>
A. Prior performance and experience	30%
B. Technical approach and response to Activity specification	30%
C. Core personnel	20%
D. Innovation and Value for Money (not \$ - ideas)	20%

Tetra Tech International Development will convene an Evaluation Committee (EC) to undertake the value for money evaluation. Members of the EC could be Tetra Tech International Development or DFAT representatives, representatives of the Partner Government, and/or externally engaged experts at Tetra Tech International Development's sole discretion.

Tetra Tech International Development reserves the right to negotiate a successful tender with any of the Tenderers 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 tenderer or tenderers.

Tetra Tech International Development reserves the right to reject all tenders before re-calling tenders from any source including those tenderers 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 in the Reference Schedule 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 Supplier 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 Suppliers' 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 Supplier 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 Supplier, proposed subcontractors of any Supplier 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.

## **7.2 Discontinue Process**

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

## **7.3 Shortlisting**

Tetra Tech International Development may choose to short-list some Suppliers and continue evaluating Offers from those short-listed Suppliers. Tetra Tech International Development is not at any time required to notify the Tenderer, any Supplier or any other person or organisation interested in making an Offer of its intentions or decision to short-list.

## **7.4 Negotiation**

Tetra Tech International Development may choose to:

- a) enter into negotiations with the Tenderer or any Supplier (including parallel negotiations with more than one Supplier) 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 Tenderer or any Supplier or any other person or organisation
- d) negotiate with the Tenderer or any Supplier for the provision of any part of Tetra Tech International Development's Requirement and negotiate with any other Supplier 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 Supplier 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 Suppliers. Irrespective of Tetra Tech International Development's right to negotiate and/or seek a best and final offer, The Tenderer is bound by the Offer, and if selected, the Tenderer must be willing to enter into a contract on the basis of the Offer.

## **7.5 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 C 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 D - Tenderers' Response Schedule.

## 8 Glossary

### 8.1 Definitions

In this Invitation, unless the contrary intention is apparent:

- a) "Alternative Offer" is an alternative or innovate 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 the Reference Schedule by which Offers are required to be lodged
- c) "Conforming Offer" means an Offer by the Supplier 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 nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers 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 persons to lodge an Offer
- j) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation
- k) "Mandatory Criteria" means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule
- l) "Offer" means the documents constituting an offer lodged by a Supplier 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 Supplier 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) "Reference Schedule" means the reference schedule in Part A of this Invitation
- q) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- r) "Specification" means the information about Tetra Tech International Development's Requirement described in Part B
- s) "Supplier" or "The Tenderer" means any person or organisation responding to this Invitation by lodging an Offer.

# **AM 13017**

## **Part B: Scope of Services**

Activity Name	Vietnam Australia Centre Strategic Leadership Course
<b>Activity Background and Objectives</b>	<p>The Vietnam Australia Centre (VAC) is a centrepiece of Australia’s partnership with Vietnam, supporting high-level bilateral engagement under the Comprehensive Strategic Partnership. It is a centre of education, research and knowledge exchange. Foundational Partners for the VAC are the Department of Foreign Affairs and Trade (DFAT) through the Australian Embassy in Vietnam, the Ho Chi Minh Academy of Politics (HCMA), the Office of Government (OOG) and the Ministry of Foreign Affairs (MOFA).</p> <p>The VAC draws on Australian expertise to support Vietnam’s future leadership, while enabling Vietnam and Australia to pursue solutions to shared national and regional challenges and deepen people-to-people and institutional links. The VAC brings together influential Vietnamese and Australian leaders, government officials, experts and academics to develop the capacity of future leaders of Vietnam and to inform and implement strategic policy.</p> <p>Vietnam is advancing a comprehensive public sector reform agenda, driven by a series of major Party resolutions over 2025 designed to modernise governance, strengthen human capital, accelerate science, technology and digital transformation, deepen international integration, promote private sector growth, ensure long-term energy security, and enhance health sector performance. Collectively, these reforms aim to support inclusive and resilient economic growth in the new era.</p> <p>The Government of Viet Nam’s key reform priorities include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) Comprehensive public sector reform, including legal development and enforcement, to ensure transparency, fairness and efficiency in governance</li> <li>(b) Promoting science, technology and innovation, including digital transformation</li> <li>(c) Proactive and deep international integration</li> <li>(d) Developing the private sector</li> <li>(e) Ensuring national energy security</li> </ul> <p>To support these reform priorities, the VAC plans to deliver a <b>Strategic Leadership Course (“Activity”)</b> for 20 participants at Director General, Deputy Director General level or equivalent from the VAC’s Foundational Partners (HCMA, MOFA, and OOG) and other targeted organisations. This short course will further develop the leadership capabilities of participants in an engaging, practical and interactive manner applicable to their work contexts with a focus on public and international affairs.</p> <p>The Activity may be repeated for up to two additional cohorts of participants as agreed between the Parties in writing and subject to the selected service provider’s performance, availability of funding and DFAT approval.</p>
<b>Contribution of the Activity to the VAC End of Program Outcome</b>	<p>The End of Program Outcomes (EOPOs) for the VAC under the current Strategy to December 2026 are:</p> <ul style="list-style-type: none"> <li>• Vietnam has strengthened leadership, improved public sector management skills and evidence informed policy to promote its national development and international engagement</li> <li>• Vietnam and Australia have a stronger, more positive and sustainable relationship based on shared interests and mutual benefits.</li> </ul>

Activity Name	Vietnam Australia Centre Strategic Leadership Course
	The Activity will contribute to these EOPO's by building the personal and organisational leadership skills of participating officials and by strengthening partnerships between Vietnamese and Australian experts and institutions.
<b>Learning Outcomes</b>	<p>The Activity will build participant capabilities to:</p> <ul style="list-style-type: none"> <li>(a) Develop purpose-driven strategies for sustainable public impacts</li> <li>(b) Lead high performing teams and navigate complex challenges</li> <li>(c) Communicate strategically for public trust and support</li> <li>(d) Integrate climate and sustainability considerations into public policy formulation and organisational implementation</li> <li>(e) Strengthen people management and inclusive leadership with a GEDSI focus, promoting gender equality, disability inclusion, and social inclusion in public sector leadership and service delivery.</li> </ul>
<b>Delivery Approach, Structure and Timetable</b>	<p>Tenderers should propose relevant content and an approach to delivering the Activity which achieves the above Learning Outcomes and incorporates technology and innovative teaching methodologies.</p> <p>It is expected that learning will be tailored (via case studies, reading material, exercises and practical application), where appropriate and possible, to the Vietnamese cultural, political and legislative contexts.</p> <p>The Activity should be designed for a group of <b>20 participants</b>. Targeted participants will be highly experienced and have demanding professional roles. As such, the Activity must be pertinent to current circumstances and offer immediate value in terms of application in order to secure their commitment against busy schedules and competing interests.</p> <p>There will be no minimum English language requirements for any component of the Activity. Tenderers should assume that participant's English proficiency levels will vary and structure the Activity accordingly.</p> <p><b>Activity Components (May – September 2026)</b></p> <ul style="list-style-type: none"> <li>• <b>Introductory half-day online workshop</b> – to include a course overview, pre-course assessment survey, pre-course reading materials and activities, and introduction of any technology or learning management system to be used in delivering the course.</li> <li>• <b>One three-day workshop in Vietnam</b> – to include innovative and interactive learning focused on key knowledge and concepts of contemporary leadership theory and practice in a complex and ever-changing world.</li> </ul> <p>Possible topics should cover the core leadership capabilities for public and international affairs such as:</p> <ul style="list-style-type: none"> <li>○ strategic foresighting</li> <li>○ risk and change management</li> <li>○ policy development and implementation</li> <li>○ negotiation and consensus development</li> <li>○ strategic communications</li> <li>○ foreign policy analysis and diplomacy</li> <li>○ crisis management</li> <li>○ ethical leadership.</li> </ul> <p>Activities should include Vietnamese, regional and international case studies relevant to work contexts (potentially with a site visit to a local case study),</p>

collaborative and challenge-based learning, round table discussions and guest speaker presentations.

During the three-day workshop, participants will begin to develop a concept for their **workplace-based application projects** (“projects”). Project organisational sponsors may be involved in this stage to help co-design projects aligned to organisational priorities.

- **Mentorship arrangements** – this component will support participants in developing and implementing their projects. A pool of mentors will be established, consisting of relevant Australian and/or Vietnamese academics, practitioners, or alumni with expertise aligned with the training content and familiarity with the Vietnamese context. Each participant will be matched with an appropriate mentor based on their project topic and project development needs. An initial online briefing workshop will be organised for all mentors to clarify their key roles, objectives, processes, and expected outputs/outcomes. One mentor-mentee matching workshop will be organised to introduce the mentoring process and facilitate the initial connection between mentors and mentees. Afterwards, mentors and mentees will arrange several online follow-up meetings to provide guidance, track progress, reflect and report on project implementation. Interpretation might be arranged for those meetings.
- **Ten-day course in Australia** – the in-Australia course should include a range of interactive methods, aligned with senior and emerging Vietnamese government leader work settings and experience. The course should include well-informed presenters, reflective and planning sessions, networking activities with Australian peers and cultural activities where possible. The course should provide participants with hands-on experience through practical site visits and relevant case studies that inspire participants to drive change at both the personal and institutional levels, as well as establishing linkages between participants and Australian experts or institutions.

During the in-Australia course, participants will finalise the concept for their projects and be prepared to implement these upon returning to work in Vietnam. All projects must align with the priorities of and be endorsed by the participant’s organisation

- **Up to two months of project implementation** – participants will be expected to translate their learning into practice by implementing a project aimed at influencing positive change in their organisation, or more broadly at the provincial, regional or national level. This will take place over a period of up to two months with the support of a mentor/coach nominated by the service provider or suggested by the participant.

A half-day online workshop will be arranged at least three weeks before the final symposium for participants to provide updates on the progress of project implementation.

- **Two-day workshop in Vietnam (including final symposium and graduation ceremony)** – this component will involve innovative and interactive learning activities aimed at consolidating learnings and applying new leadership skills. Activities should include: Vietnamese and international case studies, round table discussions and guest speaker presentations. A symposium held on the

Activity Name	Vietnam Australia Centre Strategic Leadership Course
	<p>second day will be a shared learning opportunity for participants to present their projects and identify areas of progress and for further development.</p> <ul style="list-style-type: none"> <li>• <b>Two-hour online follow-up meeting one month after the two-day workshop in Vietnam</b> – participants will be invited to provide an update on the implementation of their projects, to share any progress or raise any challenges they may be experiencing. This will also be an opportunity to canvas interest or support required to follow up with any Australian organisations or experts introduced during the course.</li> </ul> <p>All of the above components will be delivered in English with simultaneous interpretation and translation of learning materials and presentations into Vietnamese.</p>
<b>Key Personnel</b>	Tenderers must propose a team structure which addresses their capacity to deliver the Activity, with an emphasis on technical aspects, participant welfare, cross-cultural communication, and activity coordination requirements in Vietnam.
<b>Monitoring and Evaluation</b>	<p>The selected service provider will be responsible for implementing monitoring and evaluation tools supplied by, or agreed with, the VAC to assess:</p> <ul style="list-style-type: none"> <li>• participant satisfaction with the Activity</li> <li>• the extent to which participants have advanced in skills, knowledge and/or attitude</li> <li>• the change that has occurred in participants’ practices due to engagement in the Activity</li> <li>• application of skills and knowledge gained during the course through the development and early or planned implementation of projects</li> <li>• mentoring and/or sharing of new skills and knowledge to others in the participant’s organisation</li> <li>• the success of the Activity in terms of expected learning outcomes</li> <li>• new linkages made with relevant Australian experts or organisations.</li> </ul> <p>The selected service provider will award the participants with a Certificate of Participation upon completion of the Activity.</p>
<b>Activity Logistics</b>	<p>The selected service provider will be responsible for arranging and paying for logistics and administration required to deliver the Activity in Vietnam and Australia as instructed by and agreed with the VAC (i.e. delivery team travel, accommodation, visas, and per diems, participant domestic travel, accommodation and per diems, and translation and interpretation).</p> <p>The VAC will arrange and cover the cost of participant flights and visas to Australia.</p>
<b>Contract</b>	<p>The contract with the selected service provider will be from April – October 2026. The Term of the contract may be extended to allow for delivery of the Activity to up to two additional cohorts as agreed between the Parties in writing and subject to the Service Provider’s performance, availability of funding and DFAT approval.</p>

## **Services to be provided and specific tasks**

The selected service provider will provide and deliver the Activity in accordance with the requirements below:

### **Activity Design**

1. Design and deliver a flexible program including presentations from guest speakers, personal and group reflections, and case studies, field visits, and group work that builds upon the Technical Proposal submitted by the service provider in response to this RFT.
2. Prior to contracting, the service provider must submit the following documents to Tetra Tech International Development for approval:
  - i. Proposed Activity Design and Delivery Plan (using template provided) that responds to the details included in this Scope of Services and builds upon the Draft Activity Design and Delivery Plan submitted at tender) and which includes the following:
    - Activity content and approach;
    - Activity structure, location and content;
    - intended learning outcomes (as appropriate);
    - attendance/participation certification
    - personnel;
    - activity monitoring and evaluation approach; and
    - risk table.
  - ii. Budget (using the template provided by the VAC).
  - iii. Communications Checklist (using the template provided by the VAC).

### **Activity Delivery**

3. Strategically manage the Activity through effective coordination, consultation and liaison with the International Director of the Vietnam Australia Centre and as directed by DFAT or other relevant stakeholders.
4. Manage delivery of the Activity while maintaining flexibility of arrangements and adjusting Activity content as new needs emerge.
5. Prepare and distribute all Activity materials.

### **Staffing**

6. Employ and manage sufficient personnel required to perform the contracted services, including core personnel and administrative personnel nominated in accordance with the requirements in Part B of this RFT. Personnel representing diversity are encouraged.
7. Identify and sub-contract suitable experts, guest lecturers, site visit organisations, etc. to ensure a varied and contextualised learning experience.

### **Logistical and Welfare Support**

8. Prepare and distribute all Activity learning materials, including high-quality translation and interpretation as required by the English language proficiency of participants and agreed by the VAC. Interpretation of participants' work and feedback to them may also be required throughout Activity delivery. All learning materials and presentations (including Vietnamese translations) must be submitted to the VAC at least two weeks before the Activity commences. When material provided to participants is enhanced, varied or substituted, the updated material must be provided to the VAC in a timely manner.
9. Administer and pay per diems to participants as advised by the VAC.

10. Develop pre-departure briefing content (building on the standard briefing provided by the VAC).
11. Conduct a safety briefing and orientation within 24 hours of participants' arrival in Australia.
12. Provide adequate administrative support and pastoral care to participants when they are in Australia.
13. Arrange necessary Vietnam visas for delivery personnel.
14. Book and purchase all Activity-related travel and accommodation in Vietnam for delivery personnel within the approved budget.
15. Advise the VAC immediately if the service provider becomes aware that a participant expresses an intention not to complete the Activity in which they have been approved to participate, or shows signs of intending not to complete the Activity.

### **Monitoring, Evaluation and Learning (MEL)**

16. Implement monitoring, evaluation and learning tools supplied by, or agreed with, the VAC.
17. Fully cooperate with VAC staff involved in the review, monitoring or evaluation of the activity, including providing all MEL documents and results and allocating reasonable time to provide VAC and/or delegated stakeholders with access to participants for monitoring and review purposes.

### **Reporting**

18. Keep accurate participation records for the Activity disaggregated by gender and other measures specified by the VAC. These records will be provided to the relevant VAC contact person on request.
19. Prepare periodic financial reports for the VAC, detailing actual expenditure incurred and forecasts until the end of the Activity. Payment for all reimbursable costs will be for actual, verified activity costs incurred, as detailed in the service provider's financial report and accompanying transaction listing, and supported by valid invoices/receipts.
20. Prepare a Completion Report using the template provided by the VAC, which is to be provided to the relevant VACs contact person in electronic format.
21. Refrain from issuing or releasing any media statements without the express prior permission of the VAC in each instance. All photos and videos taken by the service provider during their delivery of the Activity will be deemed to be the intellectual property of DFAT and may not be used without the written permission of the VAC. However, the service provider can use photos and videos about the activity for social media posts in accordance with the approved *Communications Checklist* for that activity.

### **Health Safety and Security**

22. Be responsible for the security and safety of the service provider's personnel in providing the Services (in Australia and Vietnam).
23. Acknowledge and comply with DFAT policies in the delivery of the Services, including DFAT's Disability Inclusive Strategy, the Child Protection Policy, the Preventing Sexual Exploitation, Abuse and Harassment Policy, the Family Planning and the Aid Program: Guiding Principles, the Environment Protection Policy, the Displacement and Resettlement of People in Development Activities Policy, the Gender Equality and Women's Empowerment Policy, the Guidelines for preparing Accessible Content, the Anti-Corruption Policy, the Counterterrorism Policy, the Fraud Control Policy, the Commonwealth Procurement Rules and Guidelines; and, the Commonwealth Grant Rules and Guidelines.

## **Contract Management**

24. The contract will be managed by the International Director of the VAC based in Hanoi, Vietnam reporting to the Aus4Skills Program Director.

## **Performance Management and Assessment**

25. The International Director of the VAC will maintain close communication with the service provider throughout the period of service delivery and provide regular feedback on service delivery issues as they arise.

26. Following contract completion, Tetra Tech International Development will complete a Partner Performance Assessment (PPA) of the service provider to evaluate how well they delivered the Scope of Services specified in their contract with Tetra Tech International Development. Information from PPAs will be used to inform future procurement evaluations, including Tender Evaluation Committees, and delivery partner selection decision making. Upon contract completion, the relevant VAC staff member will complete the PPA form (standard format based upon DFAT's PPA to be provided to service providers during contracting) and provide this to the service provider for feedback and comment.

## **Environment**

27. Tetra Tech International Development and DFAT are committed to achieving sustainable development and in reducing the environmental footprint of the VAC. The VAC encourages service providers to take the following into consideration in organising events and activities:

- avoid using disposable, single use water bottles, bags, straws, utensils and plates
- provide drinking water for participants in large pitchers with glass or paper cups
- provide course materials in paper rather than plastic folders
- use e-backdrops/banners rather than plastic coated banners.

## **Confidentiality**

28. The performance of the Services may allow the service provider access to information confidential to Tetra Tech International Development or Activity participants.

29. The service provider must not copy, reproduce or disclose any of the Confidential Information without the prior written consent of Tetra Tech International Development, which consent Tetra Tech International Development may grant or withhold in its absolute discretion.

30. The service provider must take all reasonable steps to ensure that the confidentiality of Confidential Information is preserved.

# **AM 13017**

## **Part C: Services Agreement**

**TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**

(“TETRA TECH INTERNATIONAL DEVELOPMENT”)

- and -

[ ]

(“SERVICE PROVIDER”)

**GS – XXXXX SERVICES AGREEMENT**

For

[ ]

## 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. Aus4Skills and the Vietnam Australia Centre are 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.
- 1.25. **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.
- 1.26. **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.
- 1.27. **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).
- 1.28. **Notice** means written notice and **notify** has a corresponding meaning.
- 1.29. **Partner Country** means the country/countries in which the Services are to be delivered as specified in the Agreement Details in Schedule 2.

- 1.30. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
- 1.31. **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.
- 1.32. **Pre-Existing Service Provider Material** means any Material made available by the Service Provider for use in the provision of the Services that existed prior to Commencement Date and was developed by the Service Provider independently from this Agreement.
- 1.33. **Prices** means the prices set out in or determined in accordance with Schedule 2.
- 1.34. **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).
- 1.35. **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.
- 1.36. **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.
- 1.37. **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).
- 1.38. **Service Provider** means the Service Provider contracted to perform the Services under this Agreement.
- 1.39. **Service Provider's Representative** means the person identified in Schedule 2.
- 1.40. **Service Provider's Nominated Account** means the bank account specified by the Service Provider for payment identified in Schedule 1.
- 1.41. **Specification** means any specifications for the Services in Schedule 1, which includes any requirements for the Services specified in by the Client.
- 1.42. **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.
- 1.43. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
- 1.44. **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.
- 1.45. **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.
- 1.46. **Tetra Tech International Development's Representative** means the person specified in Schedule 2.

- 1.47. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
- 1.48. **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.
- 1.49. **Variation** means a change to the Services.
- 1.50. **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.
- 1.51. **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 4.8, if a Defect Notice is given and the Service Provider fails to:
- (a) remedy a defect in performance of the Services; or
  - (b) redo the Services,
- within the time and according to any reasonable requirements specified in the Defect Notice, Tetra Tech International Development may exercise its right under clause 4.9.
- 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 (and must ensure that any of its subcontractors) effect and maintain the insurance policies set out in Schedule 2 (**Insurance Policies**) for the term of this Agreement, and if a required insurance is written on a claims made basis, the Service Provider must maintain such insurances without interruption until the earlier of:
- (a) 3 years after completion of the Services under this Agreement; or
  - (b) 3 years following earlier termination of this Agreement.
- 16.2 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.
- 16.3 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 insurances and Tetra Tech International Development may elect to recover the amounts paid for such insurances 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.
- 16.4 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.

## 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 19.1(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***

- 19.2 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 20.3 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://tetratech.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:
- (f) <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(e) 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**

## SCHEDULE 2

### AGREEMENT DETAILS

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

#### 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:

**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

**3. 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](mailto: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:**

#### 4. INSURANCE REQUIREMENTS

- (a) Public Liability insurance with a limit of at least AUD 20 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 the negligent performance of any obligation or the exercise of any right under the Agreement, including loss of, or damage to, or loss of use of any real or personal tangible property (including Client property) in the care, custody or control of the Service Provider or its Personnel and/or any personal injury to, illness or death or any person arising from the 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:
  - i. in respect of the Service Provider's liability to its employees engage in the performance of any obligation or the exercise of any right under the Agreement. Where permitted under the relevant statutory workers' compensation scheme, the insurance or registrations will extend to cover the liability of Tetra Tech International Development as principal for the acts or omissions of the Service Provider or its Personnel. These requirements do not apply to the extent and for such time as the Service Provider is an exempt employer in the relevant jurisdiction; and
  - ii. 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:
  - iii. adequate personal accident and illness insurance (accidental death and weekly benefits) for any of its Personnel not otherwise covered; and
  - iv. 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 in the 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) Adequate Professional Indemnity insurance to cover the Service Provider's obligations under this Agreement. The Service Provider must maintain the necessary insurance for the term of this Agreement and until the expiration of 7 years after the end of the Term;
- (e) Adequate medical and dental insurance for its Personnel who are engaged outside their country of permanent residence; and
- (f) Adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.

## 5 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.

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.

- (a) In performing its obligations and exercising its rights under this Agreement, the Service Provider warrants and represents that it will:
  - i. maintain adequate and effective administrative, technical and physical measures, controls, tools, systems, policies and procedures in accordance with good cyber security industry practice; and
  - ii. 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).
- (b) 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.
- (c) 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.
- (d) 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:
  - i. Tetra Tech International Development (and, if this notification is not done by notice, by notice within one (1) Business Day); and
  - ii. if required by Tetra Tech International Development, advise the Australian Cyber Security Centre (ACSC) and/or other relevant body.
- (e) The Service Provider must:
  - i. 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
  - ii. 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.

**REPRESENTATIVES**

<b>Tetra Tech International Development's Representative</b>	<b>Service Provider's Representative</b>
Name:	Name:
Position:	Position:
Telephone:	Telephone:
Email:	Email:

**ESCALATION REPRESENTATIVES – in the event of a dispute**

<b>Tetra Tech International Development's Escalation Representative</b>	<b>Service Provider's Escalation Representative</b>
Name:	Name:
Position:	Position:
Telephone:	Telephone:
Email:	Email:

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

## SCHEDULE 4

### CUSTOMER & 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/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program), and the Accessibility Design Guide: Universal Design Principles for Australia's Aid Program, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program>. Note that this requires where applicable, the involvement of people with disabilities, increasing inclusion related to a range of disabilities, and ensuring universal accommodation and accessible information.
  - (f) *Foreign Bribery Guidelines*, accessible online on the Attorney General's website at: <https://www.ag.gov.au/crime/foreign-bribery>
  - (g) *Fraud Control Policy and Fraud Control Toolkit for Funding Recipients*, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/fraud-control-toolkit-for-funding-recipients>
  - (h) *Promoting Opportunities For All – Gender Equality and Women's Empowerment*, accessible on the DFAT website at <http://www.dfat.gov.au/about-us/publications/Pages/promoting-opportunities-for-all-gender-equality-and-women-s-empowerment.aspx>;
  - (i) *Family Planning and the Aid Program: Guiding Principles*, accessible on the DFAT website at: <http://dfat.gov.au/about-us/publications/Pages/family-planning-and-the-aid-program-guiding-principles.aspx>;
  - (j) *Environmental and Social Safeguards Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/aid/topics/aid-risk-management/Pages/environmental-and-social-safeguards>, and the environmental management and protection actions in the *Environment Management Guide for Australia's Aid Program (2012)* accessible online at: [https://acfid.asn.au/sites/site.acfid/files/resource\\_document/Environment-management-guide-2012-summary-AusAid.pdf](https://acfid.asn.au/sites/site.acfid/files/resource_document/Environment-management-guide-2012-summary-AusAid.pdf)

- (k) DFAT's *Environmental Management System* outlined in the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au). Note that this requires, where relevant to the Services:
- A. assessing and managing all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;
  - B. reporting regularly on any such impacts as required or directed by Tetra Tech International Development or DFAT; and
  - C. comply with all relevant environmental laws and regulations of the jurisdiction of the Principal Place of Services.
- (l) *Commonwealth Procurement Rules* and Guidelines which require supplier practices to be efficient, effective, economic and ethical, accessible on the Department of Finance website at: <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>.
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 Customer Policies and that the requirements of the Customer Policies must be complied with, where relevant to the Services.**

SIGNED for and on behalf of < 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.**

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

**Table 1**

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

#### Acknowledged by Tetra Tech International Development

<b>Signature:</b>	
<b>Date:</b>	

# **AM 13017**

## **Part D: Technical Assessment Selection Criteria**

## 1 Technical Proposal

Tenderers should submit a proposal of up to a maximum of twelve (12) pages plus required annexes, which substantively and individually address the selection criteria below.

The Technical Proposal will be worth 80% of the total assessment score.

## 2 Selection Criteria

Proposals should be presented in the following format. Each category should be addressed individually under the criterion headings. The weighting of each of the criterion is provided in the following table:

### Criteria

Criteria	Weighting
A. Prior performance and experience	30%
B. Technical capacity and response to Activity specification	30%
C. Core personnel	20%
D. Value for money	20%
Total:	100

### A. Prior performance and experience (30% of the technical assessment)

The Tenderer must demonstrate:

- (a) Experience in designing and delivering short courses and trainings in strategic public sector leadership for senior officials;
- (b) Experience in delivering mentoring programs for senior officials to support them in developing and implementing workplace-based application projects;
- (c) Capability and expertise in the technical components of the Activity as outlined in Part B: Scope of Services; and
- (d) Capacity to ensure that gender equality and climate change considerations are integrated appropriately throughout the design and delivery of the Activity content and practical activities.

### B. Technical capacity / response to Activity specification (30% of the technical assessment)

The Tenderer must demonstrate how it will:

- (a) Design the Activity to enable the achievement of learning outcomes specified in Part B: Scope of Services and suitable contextualisation for Vietnam. Consideration will be given to proposed topics to be covered, and how the Tenderer intends to facilitate participant learning through classroom sessions, case studies, reading materials, practical and interactive exercises and discussions, and well-informed presenters and guest speakers;
- (b) Mentor participants as they develop and implement their workplace-based application projects;

- (c) Monitor and evaluate progress towards, and achievement of, individual participant learning outcomes, as well as the overall progress and success of the Activity against its outcomes and objectives;
- (d) Identify key risks and/or challenges in the design and delivery of the Activity and how these will be managed; and
- (e) Manage the logistics arrangements for the Activity as specified in Part B: Scope of Services.

### C. Core personnel (20% of the technical assessment)

The Tenderer must propose a team structure which addresses its capacity to deliver the Activity, with an emphasis on technical aspects, participant welfare, cross-cultural communication, and activity coordination requirements in Vietnam. The team structure should include, at a minimum:

- (a) **Team Leader** – a leading technical expert who will work with the VAC to design and deliver the Activity. S/he may be supported by other experts as proposed in the Tenderer's Proposal.
- (b) **One Administrator/Coordinator** - the individual responsible for making all logistics arrangements for the Activity including financial administration, reporting and coordination. The administrator/coordinator will work with the VAC team to ensure efficient management of all components of the Activity.
- (c) **Welfare Officer** - the individual responsible for ensuring participant welfare in Australia. The Welfare Office must be available at all times throughout the in-Australia course to support participants in the event of illness or emergency. A Vietnamese speaker is preferred.

### D. Innovation and Value for Money (20% of the technical assessment)

The Tenderer must demonstrate how its Technical Proposal represents value for money, through cost effective delivery (i.e. factors such as existing delivery models, existing partnerships and networks, capacity building, resources and materials that will contribute to effective Activity delivery) and co-contributions from the Tenderer (either monetary or in-kind).

# **AM 13017**

## **Part E: Financial Assessment Selection Criteria**

## 1 Financial Proposal

Tenderers must submit a Financial Proposal as a part of their submission in the MS Excel spreadsheet provided. The Financial Proposal must be submitted in a separate document. The Financial Proposal is worth 20% of the total assessment score.

## 2 Approach to the Financial Proposal

A financial price assessment of those Proposals assessed as technically suitable will be undertaken by the TEC for Tetra Tech International Development. Tetra Tech International Development reserves the right to provide the financial component of any Proposal to TEC 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 financial detail required for the Financial Proposal (i.e. price assessment) includes the Tenderer's personnel design and delivery costs, and fixed management fee as indicated in the MS Excel spreadsheet template provided. Quotations must be in whole Australia dollars (\$AUD).

An estimate of reimbursable costs should also be included as part of the Tenderer's Financial Proposal. These costs will be negotiated with the preferred Tenderer prior to contracting and are not included in the like-for-like financial comparison.

Tenderers should note that inaccurate or inconsistent calculations in the Financial Proposal may, in Tetra Tech International Development's sole discretion, be grounds for Tetra Tech International Development to deem that Proposal non-conforming and exclude it from further consideration under this RFT process.

## 4 Content of Financial Proposal

Within the Financial Proposal Tenderers must address the criteria as set out in the table below. These criteria will be used to make a like-for-like financial comparison.

Criteria
<p><b>Schedule 1: Design cost</b></p> <p>Personnel costs for the design of the Activity, expressed as number of person days at a daily rate. The Tenderer must make an assessment of the number of person days required to design the Activity.</p>
<p><b>Schedule 2: Delivery cost</b></p> <p>Personnel costs for the delivery of the Activity, expressed as number of person days at a daily rate for each of the nominated personnel.</p> <p>The number of days used to calculate these costs will normally be greater than the actual days required to deliver the Activity and should include any additional days required for Activity preparation, administration and logistics, completion and financial reporting, etc. Tenderers need to make their own assessment of how many person days will be required to undertake these tasks.</p>
<p><b>Schedule 3: Fixed Management Fee</b></p> <p>Total management fee to be charged by the Tenderer for the design and delivery of the Activity as described at Part B: Scope of Services. This must include any applicable insurance as outlined in the Draft Contract at Part C. Tenderers must clearly detail any "other fees" to be charged to the Activity (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.</p> <p>The Fixed Management Fee is exclusive of personal costs and any other costs directly associated with the design and delivery of the Activity.</p>

## **5 Retention of Price Component of Proposals by Tetra Tech International Development**

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

## **6 Escalation**

There is no provision of escalation.

## **7 Goods and Services Tax (GST)**

Refer to the Draft Services Agreement at Part C.