

Request for Quote - AM 13113

AIFFP – MEL Strategic Advisor

Structure of Invitation

Invitation Overview

Invitation to Quote

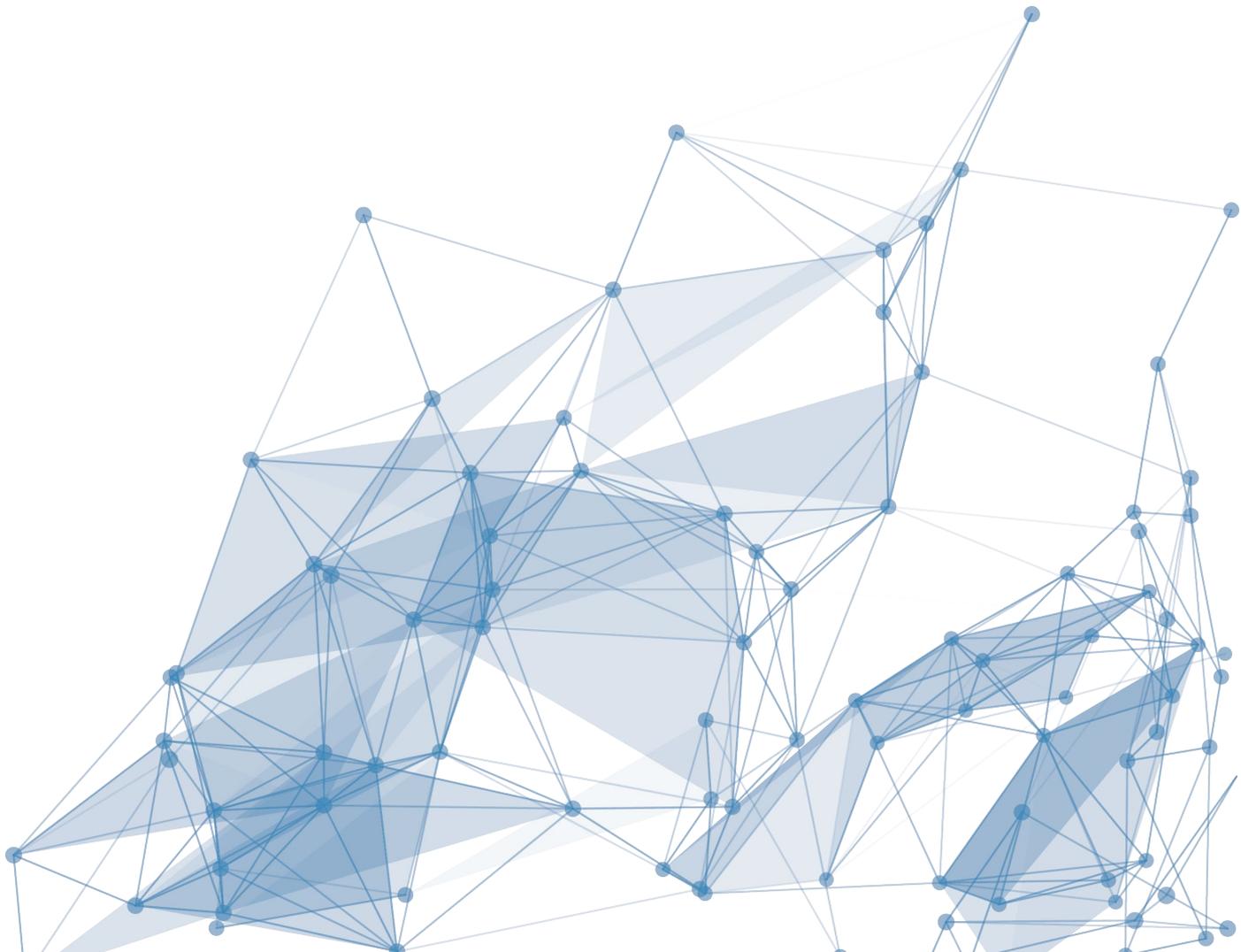
Part A – Conditions of Quotation

Part B – Scope of Services

Part C – Evaluation Criteria

Part D – Draft Contract

Part E – Supplier's Response Form



Invitation Overview

Introduction to the AIFFP

The Australian Infrastructure Financing Facility for the Pacific (AIFFP) is the Australian Government's specialist infrastructure financing program within the Department of Foreign Affairs and Trade. The AIFFP is an AUD4.55 billion facility investing in transformational infrastructure across a range of sectors in the Pacific and Timor-Leste, including maritime, airports, energy, telecommunications, road transport and urban infrastructure. Export Finance Australia acts as the lender of record. The AIFFP provides financing to deliver quality infrastructure with a focus on strong social and environmental safeguards, generating local jobs and responding to the priorities of diverse communities. The AIFFP builds on Australia's longstanding partnerships with the Pacific and its experience delivering quality aid programming that supports sustained development outcomes for communities. The AIFFP began operating on 1 July 2019 and has 57 signed infrastructure projects across the Pacific and Timor-Leste.

The AIFFP is managed by the Department of Foreign Affairs and Trade, with support from Tetra Tech (the Support Unit). The AIFFP Support Unit provides advice and services to support the delivery of the AIFFP and its objectives.

Requirements

The AIFFP Support Unit seeks to engage a Monitoring Evaluation and Learning (MEL) Strategic Advisor from a consultancy services firm to provide strategic advice on MEL activities.

The advisor will provide expert advice for the design and delivery of investment-level MEL plans, support and quality assure the investment MEL process and establish effective and coherent monitoring, risk management and report mechanisms that effectively communicate AIFFP outcomes.

The full requirements are set out in Part B – Scope of Services

Invitation to Quote

Project Name	AIFFP – MEL Strategic Advisor
Purchaser	Tetra Tech International Development Pty Ltd Tower B Citadel Tower Level 20, 799 Pacific Highway, Chatswood NSW 2067
Invitation	<p>Tetra Tech International Development Pty Ltd (Purchaser) Invites you to submit a Quote (Your Quote) for the supply of services for MEL Strategic Advisor who will provide expert advisory support, develop and produce key technical outputs that enable AIFFP to effectively implement MEL plans and frameworks for all of its investments under the AIFFP Support Unit Program.</p> <p>To assist you in the preparation of Your Quote, please find attached a Request for Quote (RFQ) including a Response Form (Part E) and proposed Contract (Part D).</p> <p>Your Quote must be submitted using the Response Form by the Closing Date specified in this Reference Schedule and must remain valid and open for acceptance for the Quote Validity Period specified.</p> <p>Your Quote will be evaluated against the Evaluation Criteria outlined in the RFQ.</p> <p>If Your Quote is accepted, Supply will be in accordance with the proposed Contract. (Part D).</p>
Document Structure	<p>This RFQ consists of five parts, plus any annexures, that are attached to and form part of this RFQ:</p> <p>Invitation to Quote Part A – Conditions of Quotation Part B – Scope of Services Part C – Evaluation Criteria Part D – Draft Contract Part E – Supplier’s Response Form; and Any annexures listed</p> <p>Suppliers should carefully read Parts A to E – including any additional accompanying annexures. Quotes deemed non-conforming by Tetra Tech International Development may be rejected.</p>
Registration of Interest Required	<p>Prospective respondents <u>must</u> register interest by sending an email to:</p> <p><u>aiffp.su.tender@tetrattech.com</u></p> <p>The email must include the respondents contact details (<i>company name; company contact name & position; contact email & phone number</i>).</p> <p>Registration will ensure that all tender clarification responses and tender addenda are communicated to prospective tenderers.</p>

Tender Release Date	Friday 13 March 2026 (AEST)
Last Queries Date	14:00 (2pm) Friday 27 March 2026 (AEDT)
Closing Date and Time	14:00 (2pm) Friday 10 April 2026 (AEST) Proposals submitted after the Closing Date & Time will not be considered.
Lodgement Method and Place	All proposals must be emailed to: <u>aiffp.su.tender@tetrattech.com</u>

Information to be provided by Suppliers as part of Quotation	Suppliers Response Form Part E must be completed and returned in full. Written response of the Supplier's ability to provide the required Services and meet the specifications (<i>limited to 5 pages plus no more than 10 pages of relevant attachments</i>). Resume for key personnel (resume limited to 2 pages).
Offer Validity Period	90 days.
Tetra Tech International Development Contact Person	AIFFP Support Unit Procurement Support <u>aiffp.su.tender@tetrattech.com</u>

Evaluation Criteria

Weighted Criteria	The weighted criteria are set out in detail, including relative weighting, in Part C, Evaluation Criteria.
Indigenous Procurement Policy	It is Commonwealth policy and therefore Tetra Tech International Development policy, to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see https://www.dpmc.gov.au for further information). Respondents should note that the Indigenous Procurement Policy does not apply to this procurement.

Part A – Conditions of Quotation

1. Tetra Tech International Development may at any time seek further information from You regarding Your Quote, (but need not make the same request of all Suppliers). This may include but is not limited to:
 - requests for additional information
 - presentations by, or interviews with You or Your key personnel
 - other responses or additional information as required.
2. No legal relationship will exist between You and Tetra Tech International Development unless Your Quote is accepted and a legally binding contract is executed by both parties.
3. You participate in this procurement process at your own risk.
4. You are responsible for the cost of preparing and submitting Your Quote and all other costs arising from this procurement process.
5. You may only communicate with the Contact Person about this procurement process. Unauthorised communication by a prospective supplier with any other employee or agent of Tetra Tech International Development may lead to a Quotation being rejected.
6. Tetra Tech International Development is not obliged to accept the lowest priced quote or any quote.
7. You must identify any aspect of Your Quote that You consider 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, You acknowledge that Tetra Tech International Development has the right to publicly disclose the information.
8. You must declare any actual or potential conflict of interest.
9. You must comply with all laws in force in South Australia and Country applicable to this RFQ Process.
10. Tetra Tech International Development may in its absolute discretion:
 - take into account any relevant consideration when evaluating quotes
 - invite any person or entity to lodge a quote
 - allow a supplier to change its quote
 - consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) a quote lodged other than in accordance with these conditions
 - suspend in part or whole, amend, vary or abandon this procurement process at any time
 - make enquiries of any person or entity to obtain information about You (including but not limited to the Referees).
11. You must read the Conditions of Contract attached as Part D which will apply to the Contract for this procurement.
12. Quotes are accepted on the basis that they are valid for ninety (90) days from the closing date for receipt of Quotes.
13. Tetra Tech International Development may change this RFQ by issuing Addenda in writing. Any Addenda becomes part of this RFQ. Addenda issued by Tetra Tech International Development are the only recognised explanations of, or amendments to, this RFQ.
14. By lodging a Quotation, a prospective supplier agrees to be bound by the Conditions of Quotation.
15. This RFQ, and any information provided by Tetra Tech International Development to a prospective supplier as part of the RFQ process, remain the property of Tetra Tech International Development, and may only be used by a prospective supplier to prepare a Quotation in response to this RFQ. Only prospective suppliers to whom this RFQ is issued may submit a Quotation.
16. No representation made by or on behalf of Tetra Tech International Development during the RFQ process binds Tetra Tech International Development unless the representation is subsequently included as part of a formal instrument of agreement.
17. A prospective supplier who submits a Quotation must keep the information in its Quotation confidential. Nothing in this clause prevents a prospective supplier from disclosing information in its Quotation: that is available to the public generally otherwise than as a result of a breach of this clause 17 by the prospective supplier; if the disclosure of the Quotation is required by law; if the

disclosure is necessary to obtain an approval or licence under a law; or if the disclosure is to the prospective supplier's professional advisers or lenders.

18. Tetra Tech International Development's selection process for services is conducted in accordance with Australian Government Procurement Rules. For the purpose of assessing Quotes, Tetra Tech International Development is required to pass Quotes to Australian Government Departments and Agencies as Tetra Tech International Development sees fit and to relevant Ministers and Parliamentary Secretaries. It is Tetra Tech International Development's policy not to divulge to one Supplier information that has been provided in confidence by another.
19. Suppliers should note that the Freedom of Information Act 1982 gives members of the Australian public rights of access to official documents of the Australian Government and its Agencies. The Act extends, as far as possible, rights to access information in the possession of the Australian 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.
20. All Quotations become the property of Tetra Tech International Development on submission. Tetra Tech International Development may reproduce all or any part of a Quotation for any purpose related to evaluation of the Quotation.
21. Tetra Tech International Development reserves the right at its absolute discretion:
 - a. by written notice to prospective suppliers (who have been issued this RFQ) to do any of the following things: to discontinue or suspend the RFQ process; to extend the closing date and time of the RFQ; and to amend this RFQ;
 - b. to negotiate with any prospective supplier submitting a Quotation;
 - c. to determine the number of organisations with whom it will contract.
 - d. is not bound to accept the lowest, or any, Quotation submitted.
22. Prospective suppliers may submit an alternative proposal if it is clearly identified as an 'Alternative Offer' wherever it fails to comply with this RFQ.
23. A prospective supplier who submits a quotation which meets the requirements in this RFQ in an alternative and practical manner, taking into account the totality of those requirements, must include any supplementary material, together with associated prices, which demonstrates, in detail, that the alternative offer will fully achieve all the requirements.
24. Tetra Tech International Development reserves the right either to consider Alternative Offers on their merits or not to consider them further.
25. All monetary amounts must be expressed as AUD (A\$) xxxxxxx (exclusive of VAT/GST). The Conditions of Contract allow for the payment of VAT/GST.
26. Tetra Tech International Development will neither be responsible, nor pay, for any cost, expense or loss, which may be incurred by any person in connection with the preparation or presentation of a Quotation.
27. Tetra Tech International Development is not liable for any error or omission in this RFQ.
28. A Quotation must be lodged by the closing time and date specified in Invitation to Quote or as extended, A Quotation must be lodged in a manner specified in the Invitation to Quote.
29. If The Invitation to Quote permits lodgement of Quotations by email the following provisions apply. Lodgement by email will be at the sole risk of the prospective supplier. Tetra Tech International Development does not warrant that a prospective supplier will be able to upload its Quotation to the email address for lodgement. A Quotation may be rejected if it contains a virus, worm or other defect, or if the Quotation does not comply with any format, size or other requirements stated in Part A of the Overview of Requirements.
30. Late Quotations will not be considered unless Tetra Tech International Development is of the view (and its decision will be absolute and final) that:
 - a. circumstances beyond the prospective supplier's control were the cause of the lateness; and
 - b. the consideration of the late Quotation will not compromise the integrity of the procurement process or provide any unfair advantage to the prospective supplier lodging the late Quotation.
31. Late Quotations that are not accepted will be receipted with the time and date, and will not be eligible for consideration.
32. Unsuccessful suppliers are encouraged to contact the Contact Officer (named in Part A) to request a debriefing to discuss the reasons for their non-selection. If requested to do so, Tetra Tech

International Development will provide a debriefing for unsuccessful suppliers after a contract has been formed for the supply of the Services, or Tetra Tech International Development has decided not to award a contract for the supply of the Services.

33. A contract for the supply of the Services may be formed in either of the following ways:
 - a. Alternative 1: A contract for the supply of the Goods/Services will be formed when Tetra Tech International Development accepts the successful supplier's Quotation in writing by forwarding to the successful supplier a letter stating that the supplier's Quotation has been accepted.
 - b. Alternative 2: A contract for the supply of the Services will be formed when Tetra Tech International Development and the successful supplier enter into a formal instrument of agreement.

Tetra Tech International Development will determine which alternative is to apply after it has completed the evaluation of Quotations.

Part B – Scope of Services

1 Introduction to the AIFFP

The Australian Infrastructure Financing Facility for the Pacific (AIFFP) is the Australian Government's specialist infrastructure financing program within the Department of Foreign Affairs and Trade. The AIFFP is an AUD4.55 billion facility investing in transformational infrastructure across a range of sectors in the Pacific and Timor-Leste, including maritime, airports, energy, telecommunications, road transport and urban infrastructure. Export Finance Australia acts as the lender of record. The AIFFP provides financing to deliver quality infrastructure with a focus on strong social and environmental safeguards, generating local jobs and responding to the priorities of diverse communities. The AIFFP builds on Australia's longstanding partnerships with the Pacific and its experience delivering quality aid programming that supports sustained development outcomes for communities. The AIFFP began operating on 1 July 2019 and has 57 signed infrastructure projects across the Pacific and Timor-Leste.

The AIFFP is managed by the Department of Foreign Affairs and Trade, with support from Tetra Tech (the Support Unit). The AIFFP Support Unit provides advice and services to support the delivery of the AIFFP and its objectives.

2 Purpose of the Role

Provide strategic advice and support to the Australian Infrastructure Financing Facility for the Pacific (AIFFP) Monitoring, Evaluation and Learning (MEL) team – and other AIFFP stakeholders as required – to strengthen, operationalize and embed a robust and effective AIFFP MEL system.

3 Objective

The AIFFP Support Unit seeks to engage a suitably experienced consultancy firm to provide strategic advice on Monitoring Evaluation and Learning (MEL) activities for AIFFP.

The MEL Strategic Advisor will provide expert advisor support, develop and produce key technical outputs that enable AIFFP to effectively implement MEL plans and frameworks for all of its investments. Successful delivery will require facilitating coordination among AIFFP staff, the Support Unit and other stakeholders and ensuring effective implementation of MEL plans and objectives.

The MEL Strategic Advisor will be part of a highly experienced and registered firm in the sector and eligible to provide the required services. One MEL Strategic Advisor is required for this role however firms with ability to provide specialist expertise and ad-hoc support from the same firm is highly desirable during the course of the consultancy.

4 Scope of Services

The Scope of Services of the Consultant includes the following key activities:

4.1 Key responsibilities

Strategic MEL System Development

- Advise and support the MEL team to define and implement a clear vision for an effective MEL system at facility, sector, and project levels.
- Help identify gaps, priorities, and practical steps to operationalise the MEL system including:
 - Tracking progress against AIFFP outcomes and performance indicators at facility, sectoral and investment levels
 - Providing advice on the design and implementation of a high-quality data management system
 - Advising and reviewing communication products to foster buy-in and inform continuous improvement (eg dashboards, snapshots, Board reports etc)

- Provide strategic advice on integrating program logic and the Performance Assessment Framework into a refreshed MEL Plan.
- Support the team in developing processes and systems to implement the MEL Plan, keeping the team accountable for progress.
- Act as a sounding board and problem solver for MEL challenges.
- Work with AIFFP MEL team to plan and commission independent evaluation in line with DFAT's Development Evaluation Policy and AIFFP's needs.

Mentoring and Capacity Building

- Mentor and coach MEL team members (and other teams as required) to strengthen MEL skills and confidence, particularly for staff with limited evaluation experience.
- Advise on appropriate MEL capability development frameworks for (i) the AIFFP MEL Team and (ii) the AIFFP investment teams.
- Support the team in developing processes to build an evaluation culture within AIFFP.
- Provide technical review and quality assurance of MEL products and processes (as requested).

Learning and Reflection

- Advise on how to improve an understanding of MEL across the AIFFP team and SES.
- Advise on options to support sectoral and cross-investment learning (i.e. how does AIFFP learn from one investment and adapt its operational settings for other investments).
- Facilitate quarterly workshops with the MEL team and relevant stakeholders:
 - **Initial workshop:** Co-develop refreshed MEL plan.
 - **Subsequent workshops:** Reflect on progress, troubleshoot issues, and agree on next steps and ensure continued progress.

Support the team to embed learning processes, including facilitating divisional reflection and learning processes

Targeted Technical Inputs

- Support the MEL team in producing high-quality investment performance reporting (IMRs, FIMRs, etc.), offering technical review and guidance as needed.
- Prepare bespoke MEL templates and/or business processes for the AIFFP that meet DFAT MEL standards.
- Provide advice and review MEL deliverables (if requested).
- Draft high-level summaries or recommendations for senior management (SES) when required.
- Offer "phone-a-friend" support for complex MEL questions or urgent problem-solving.

As required, the consultant will be required to develop a MEL plan, working collaboratively with the AIFFP MEL and the SU teams during this engagement.

4.2 Management Arrangements

The contract for services will be between the consultant and Tetra Tech International Development, through the AIFFP Support Unit Program (SU) on behalf of the AIFFP (as per the head contract with AIFFP).

The Support Unit will work with the consultant and AIFFP to establish a clear way of working, roles, and responsibilities, communication protocols, and contract management administration processes.

The Consultant will report to the AIFFP MEL Director and AIFFP Senior Executive.

Work will be time-based engagement, not milestone. Weekly timesheet submitted to AIFFP.

Security Clearance: Desirable NV1 or higher (but not essential)

4.3 Key Deliverables

1. Inception Report outlining initial understanding and work plan (within 10 days of inception).

2. Mentoring and capacity-building sessions for MEL team members at a time to be agreed at inception.
3. Outputs as required to advance MEL work, for example to progress ideas from workshops, preparing recommendations for SES, producing knowledge products to be agreed on specific workplans during the consultancy period.
4. Formally review comments and recommendations on the refreshed MEL Plan (developed collaboratively with the MEL team to be agreed during the consultancy period.
5. Provide quarterly reports documenting progress and ongoing advisory inputs provided during the consultancy throughout the assignment.
6. Submit a final advisory report summarising activities, advice and recommendations at the end of the assignment.

4.4 Timeframe

The services of the consultant will be required for up to 60 working days initially, during the period ending 30 June 2026 an option to extend to June 2027.

Hours/week: Varying inputs with up to 40 hours per week if required and agreed. One person with the ability to get specialist expertise ad-hoc from the same firm (expert MEL firm)

4.5 Location

The MEL Strategic Advisor will ideally be based in Canberra or work remotely with frequent travel to Canberra.

Travel costs incurred in the performance of this role will be reimbursed in accordance with applicable policies. Per-diem allowances will follow the UNDSA rates. All Flights booked for official travel are to be economy class unless otherwise authorised.

4.6 Required Expertise and Qualifications

The Consultant must hold tertiary level qualifications in evaluation, research methods, or related fields (desirable) and demonstrate:

- Extensive experience (15–20 years) in MEL system design and implementation for large-scale, complex development programs.
- Demonstrated ability to apply DFAT MEL Standards and Development Evaluation Policy.
- Strong background in evaluation methods and fostering evaluation culture.
- Demonstrated experience developing high quality, practical and usable data management systems.
- Experience mentoring MEL practitioners and building team capacity.
- Knowledge of MEL approaches for infrastructure and/or Pacific development context (desirable).

4.7 Insurances

Insurance requirements are as set out in Part D: Draft Conditions of Contract, Schedule 2, Clause 7 Insurance Requirements. Amongst other insurance requirements, public liability insurance and professional indemnity insurance requirements are:

- Public liability Insurance: AUD 2.4 million
- Professional Indemnity Insurance: AUD 0.6 million

Part C – Evaluation Criteria

Evaluation Methodology

- The consultant firm must designate one MEL Strategic Advisor as the main expert responsible for the role defined in the Terms of Reference.
- The evaluation will focus primarily on the qualifications of the main expert, with secondary consideration of firms with capacity to mobilise the necessary additional expertise when required.

'Technical to Financial' Weighting

An assessment of quotes will be based on 70% of the overall score attributed to the technical proposal and 30% to the financial proposal.

Technical Proposal

The technical part of the quote, addressing each of the criteria in the Technical Evaluation Criteria Table (below), will be assessed and scored as indicated (out of 100 points). The total points scored will be converted to the 70% technical criteria weighting.

$$\text{Weighted Technical Score (\%)} = \text{Technical score} \times 0.7$$

The technical score must achieve 75 points or more for the financial aspect of the quote to be considered.

Evaluation criteria

Technical Evaluation Criteria Table

Criteria	Points	Description
Qualifications and experience	50	Assessment of the main specialist's education, technical expertise, relevant professional experience in MEL.
Technical competence and methodology	35	Understanding of the scope, proposed approach, methodology.
Track record	15	Experience in Pacific Islands or similar developing contexts. Examples of similar assignments.
Total	100	

Financial Evaluation Criteria

The financial proposal will be 30% financial criteria weighting. The weighted score will be applied to technically compliant and suitable price quote and compared across all considered financial proposals.

Criteria	Weight	Description
Nominated MEL Strategic Advisor	30%	Cost of providing the nominated MEL Strategic Advisor as proposed, including all fees and charges

$$\text{Weighted Financial Score (\%)} = \frac{\text{Lowest Technically Acceptable Quote}}{\text{Tenderer's Quote}} \times 30$$

Value for Money

The quote with the highest combined weighted score (technical score + financial score) is considered as representing best Value for Money.

Part D – Draft Conditions of Contract

TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD

(“TETRA TECH INTERNATIONAL DEVELOPMENT”)

- and -

< SERVICE PROVIDER NAME >

(“SERVICE PROVIDER”)

GS – XXXXXXXX SERVICES AGREEMENT

for

MEL STRATEGIC ADVISOR

[AIFFP Support Unit]

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 'Tower B Citadel Tower' Level 20, 799 Pacific Highway,
Chatswood NSW 2067

("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. **The Australian Infrastructure Financing Facility for the Pacific Support Unit** is managed by Tetra Tech International Development on behalf of the Client.
- B. Tetra Tech International Development engages the Service Provider to provide the Services and the Service Provider agrees to provide the Services on the terms of this Agreement.

THE PARTIES AGREE as follows:

RECITALS

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

OPERATIVE

Tetra Tech International Development and the Service Provider promise to carry out and complete their respective obligations in accordance with this Agreement, which includes the Agreement Details and the Schedules.

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

1 DEFINITIONS

- 1.1. **Agreement** means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.2. **Agreement Details** means the details set out in Schedule 2.
- 1.3. **Alternative Service Provider** is defined in clause 4.11.
- 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. **Client** means the entity or entities identified as the client in Schedule 2.
- 1.7. **Commencement Date** means the date specified in Schedule 2.
- 1.8. **Commonwealth** means the Commonwealth of Australia.
- 1.9. **Commonwealth Material** means any Material:
 - (a) created or provided by the Commonwealth (including the Department) for the purposes of this Agreement (including for the purposes of the Services); or
 - (b) derived at any time from the Material referred to in paragraph (a).
- 1.10. **Completion Date** means the date specified in Schedule 2.
- 1.11. **Confidential Information** means all information relating to affairs or business of a party including, but not limited to:
 - (c) the terms of this Agreement;
 - (d) trade secrets and confidential know-how;
 - (e) 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;
 - (f) financial, accounting, marketing and technical information and plans, customer 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, and
 - (g) all copies, notes and records based on or incorporating the information referred to in clause 1.11(c), 1.11(d), 1.11(e) and 1.11(f),but does not include any information:
 - (h) 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),
 - (i) 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).
- 1.12. **Contract Material** means any Material:

- (a) created for the purposes of this Agreement (including for the purposes of the Services);
 - (b) provided or required to be provided to Tetra Tech International Development or the Commonwealth as part of this Agreement (including as part of the Services); or
 - (c) derived at any time from the Material referred to in paragraph (a) or (b).
- 1.13. **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.
- 1.14. **Criminal Code Act List** means the list of organisations that are specified as a “terrorist organisation” by the regulations made under the *Criminal Code Act 1995* (Cth) (this list is currently available at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>)
- 1.15. **Current or Former Employee** means:
- (a) an employee currently employed by the Department or Tetra Tech International Development:
 - i. on a project funded by the Department or Tetra Tech International Development; or
 - ii. on a project being run or administered by Tetra Tech International Development in its own capacity or as a subcontractor;
 or
 - (b) a person who was previously employed or seconded to the Department or Tetra Tech International Development, whose employment ceased within the last nine (9) months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this Agreement or the Services.
- 1.16. **Department** includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering the Head Contract and includes any references to DFAT in this Agreement.
- 1.17. **Default Event** means those events listed in clause 19.2.
- 1.18. **Deliverables** means the reports and any data or other material specified in Schedule 1 required to be delivered throughout the supply of the Services.
- 1.19. **Design Subcontract** means:
- (a) if this Agreement requires the Service Provider to supply design services to Tetra Tech International Development, this Agreement; and/or
 - (b) any subcontract which the Service Provider enters into for the supply of design services for the purpose of fulfilling its obligations under this Agreement.
- 1.20. **DFAT** means the Australian Government’s Department of Foreign Affairs and Trade
- 1.21. **Direction** means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by Tetra Tech International Development from time-to-time.
- 1.22. **Escalation Representative** means the person/s appointed by Tetra Tech International Development and the Service Provider respectively to act as their representative for the purposes of resolving any dispute 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.

- 1.23. **Existing Material** means any Material in existence at the Commencement Date and developed by the Service provider independently of the performance of this Agreement (including provision of the Services).
- 1.24. **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.
- 1.25. **Good Industry Practice** means the exercise of that degree of care, skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled experienced provider:
- (a) to a customer like the Client;
 - (b) of services similar to the Services; and
 - (c) seeking to comply with its contractual obligations and complying with applicable laws.
- 1.26. **GST** means the tax imposed by the GST Law.
- 1.27. **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.28. **Head Contract** means the deed between Tetra Tech International Development and the Client in connection with the Services and includes any associated contract for ordered services issued under that deed.
- 1.29. **Intellectual Property** includes:
- (a) all copyright (including rights in relation to phonograms and broadcasts)
 - (b) all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and
 - (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,
- but does not include
- (d) Moral Rights;
 - (e) the non-proprietary rights of performers; or
 - (f) rights in relation to Confidential Information.
- 1.30. **Laws** means:
- (a) a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority of the Commonwealth, and includes rules, codes of practice and other legislative instruments and
 - (b) the provision of any act, regulation, law, statute, code or legislative provisions (however referred to) in the jurisdiction on which the Services are being carried out,

to the extent that any of these apply to the Service Provider, the performance of the Services and this Agreement.

- 1.31. **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.
- 1.32. **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 arise or subsist.
- 1.33. **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.
- 1.34. **Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), the *Human Rights Act 2019* (Qld), and any other binding or non-binding guidelines issued by an entity or person so authorised under Modern Slavery Law, and anti-Modern Slavery laws or regulations in force in Australia or otherwise applicable to Tetra Tech International Development or the Service Provider from time to time with respect to reporting on or addressing the risks of modern slavery, including business operations and supply chains with respect to related purposes.
- 1.35. **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).
- 1.36. **Notice** means written notice and **notify** has a corresponding meaning.
- 1.37. **Official Information** means any information developed, received or collected by or on behalf of a Department to which the Service Provider gains access under or in connection with this Agreement, and includes Commonwealth Confidential Information, Commonwealth Material, the Commonwealth Contract Material and the terms of the Head Contract.
- 1.38. **Official Resources** includes:
 - (a) Official Information;
 - (b) people who work for or with the Department; and
 - (c) assets belonging to (even if in the possession of contracted providers) or in the possession of the Department.
- 1.39. **Open Access Licence** means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see <http://creativecommons.org.au/learn-more/licences>).
- 1.40. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
- 1.41. **Partner Country** means the country/countries in which the Services are to be delivered as specified in the Agreement Details in Schedule 2.
- 1.42. **Personnel** means:
 - (a) in relation to the Service Provider – any natural person who is an officer, employee, agent or professional advisor of the Service Provider or of a subcontractor;

- (b) in relation to Tetra Tech International Development – any natural person who is an officer, employee, agent or professional advisor of the Tetra Tech International Development; and
 - (c) in relation to the Commonwealth – any natural person other than a person referred to in paragraph a or paragraph (b), who is an officer, employee, agent or professional advisor of the Commonwealth.
- 1.43. **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.
- 1.44. **Prices** means the prices set out in or determined in accordance with Schedule 2.
- 1.45. **Related Body Corporate** has the meaning attributed to it in the *Corporations Act 2001* (Cth).
- 1.46. **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).
- 1.47. **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.
- 1.48. **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.
- 1.49. **Sanctions List** means the list of individuals, entities or organisations designated or listed by the United Nations Security Council, its committees or the Australian Government for targeted financial sanctions or similar measures (this list is currently available at <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>).
- 1.50. **Services** means the services specified in item 1 of Schedule 1, which are subject to the special conditions listed in Item 2 of Schedule 2 (if any) and includes:
- (a) incidental services;
 - (b) functions required for the proper provision of those services; and
 - (c) the provision to Tetra Tech International Development of the Contract Material.
- 1.51. **Service Provider** means the Service Provider contracted to perform the Services under this Agreement.
- 1.52. **Service Provider’s Nominated Account** means the bank account specified by the Service Provider for payment identified in Schedule 1.
- 1.53. **Service Provider’s Representative** means the person identified in Schedule 2.
- 1.54. **Sovereign Nation** means a sovereign nation or an entity established by a sovereign nation that received financing from the Commonwealth.
- 1.55. **Specification** means any specifications for the Services in Schedule 1.
- 1.56. **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.

- 1.57. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
- 1.58. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
- 1.59. **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.
- 1.60. **Tetra Tech International Development Material** means any Material:
- (a) created or provided by the tetra Tech International Development for the purposes of this Agreement (including for the purposes of the Services); or
 - (b) derived at any time from the Material referred to in paragraph (a).
- 1.61. **Tetra Tech International Development's Representative** means the person specified in Schedule 2.
- 1.62. **Third Party Material** means any material made available by the Service Provider for the purpose of the Agreement in which a third party holds Intellectual Property rights.
- 1.63. **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.
- 1.64. **Withholding Payment** has the meaning given in Schedule 1 of the *Taxation Administration Act 1953* (Cth).
- 1.65. **World Bank List** means a list of organisations maintained by the World Bank in its "Listing of Ineligible Forms" or "Listings of Forms, Letters of Reprimand" posted at: <http://web/worldbank.org>).

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 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) perform the Services in accordance with Good Industry Practice, and so as to meet Tetra Tech International Development's requirements set out in this Agreement;
 - (e) adopt relevant best practice and comply with all applicable standards, including those specified in the Services, regulations, industry standards and guidelines, any Commonwealth or Client policies, standards or guidelines specified in the Services and where applicable, the requirements set out in this clause 4.3;
 - (f) ensure that the Services and any Contract Material is fit for their intended purposes as can be reasonably ascertainable or inferred from this Agreement;
 - (g) comply with any timeframes, including milestones, specified in this Agreement for the performance of the Services;
 - (h) obtain all approvals and licences necessary to perform the Services in accordance with this Agreement;
 - (i) take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's Personnel;
 - (j) provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
 - (k) provide all labour, materials, plant, utilities and equipment necessary to perform the Service Provider's obligations under the Agreement;
 - (l) keep adequate books and records, in accordance with Australian accounting standards or equivalent international accounting standards acceptable to the Tetra Tech International Development, in sufficient detail to enable the amounts payable by Tetra Tech International Development under this Agreement to be determined;
 - (m) keep copies of all certifications and other records to confirm their compliance with all applicable standards in the performance of the Services and provide these to Tetra Tech International Development on request; and
 - (n) on request, provide Tetra Tech International Development with written evidence of the Service Provider:
 - i. having and maintaining all current insurance policies that meet the requirements set out in Schedule 2;

- ii. having and maintaining worker's compensation insurance or insurance to a similar effect, where the Service Provider engages Personnel to deliver the Services and is authorised by this Agreement or Tetra Tech International Development to do so; and
- iii. having all 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.

Responsibility of the Service Provider

- 4.4 The Service Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Agreement, and will not be relieved of that responsibility because of any:
- (a) involvement by Tetra Tech International Development or the Client in the performance of the Services;
 - (b) subcontracting of the Services;
 - (c) acceptance by Tetra Tech International Development of Specified Personnel; or
 - (d) payment made to the Service provider on account of the Services.

Review and Service Provider Non-Performance

- 4.5 At any time, Tetra Tech International Development or the Client may themselves, or may appoint an independent person or persons to conduct a review of any matter capable of affecting the performance of this Agreement and/or the Services, including the performance of the Service Provider.
- 4.6 The Service Provider and the personnel must participate cooperatively in any reviews conducted under clause 4.5, while continuing to perform its obligations under this Agreement.
- 4.7 If the Services do not meet their purpose as stated in this Agreement 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 4.11.
- 4.8 The notice given under clause 4.7(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.
- 4.9 Without limiting clause 4.10, 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 4.12.
- 4.10 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 4.3 (a)– (i) and clauses 4.3(j) – (n); or

- ii. meet the due date for key deliverables or any 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 4.11.
- 4.11 If clauses 4.5, 4.9 or 4.10 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.
- 4.12 Where Tetra Tech International Development engages one or more Alternative Service Provider/s under clause 4.11:
- (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 19.3.
- 4.13 Neither Tetra Tech International Development nor the Client have a duty to advise or warn the Service Provider in relation to the Services, or to review, supervise or check the Service Provider’s performance of Services and any act, omission or conduct by Tetra Tech International Development pursuant to clause 4.11, does not and will not be deemed to:
- (a) prejudice Tetra Tech International Development’s right of termination under clauses 19 or 20; or
 - (b) constitute a waiver or an election by Tetra Tech International Development to terminate this Agreement.

Suspension of Services

- 4.14 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.
- 4.15 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.
- 4.16 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.

- 4.17 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 4.16.

Client Funding

- 4.18 The Service Provider acknowledges that if there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs, without limiting any other rights or remedies available to Tetra Tech International Development under this Agreement or the Client under the Head Contract, the Client may reduce funding available to Tetra Tech International Development under the Head Contract which relates in whole or in part to the Services under this Agreement and in that event Tetra Tech International Development may reduce the whole or part of the Prices for the Services under this Agreement as determined by Tetra Tech International Development (acting reasonably) after discussions with the Service Provider as contemplated in clause 4.17.
- 4.19 Upon Tetra Tech International Development receiving notice from the Client of policy or funding decisions as contemplated by clause 4.16, Tetra Tech International Development will notify the Service Provider and the Service Provider will discuss with Tetra Tech International Development, in good faith, a reduction of the Prices under this Agreement having regard to the reduction of the Client's funding to Tetra Tech International Development.

5 VARIATIONS TO SERVICES

- 5.1 In this clause:

Variation means:

- a. an increase, decrease, variation or omission of any part of the Services;
- b. any change in the nature, character or quality of the Services; and/or
- c. any change in the timing of the Services,

but does not include a Direction by Tetra Tech International Development to perform the Services in accordance with this Agreement.

Variation Order means a written Direction from Tetra Tech International Development, identified as a 'Variation Order', directing the Service Provider to carry out a Variation.

- 5.2 Tetra Tech International Development may, in its absolute discretion, issue a Variation Order, and the Service Provider must carry out a Variation which is the subject of a Variation Order.
- 5.3 Before Tetra Tech International Development issues a Variation Order, Tetra Tech International Development may, in its absolute discretion, require the Service Provider to provide a quotation for a proposed Variation. The Service Provider must provide the quotation, at its cost, as soon as practicable after receiving the request. The Service Provider's quotation must include particulars of any effect (if any) of the proposed variation on the Service Provider's prices and allowances and costs as set out in the Official Order, and on the program for the Services.

- 5.4 If the Service Provider:
- (a) considers a Direction requires a Variation; or
 - (b) proposes a Variation,
- it must:
- (c) provide all information reasonably required by Tetra Tech International Development, including reasons as to why a Variation is required.
- 5.5 Tetra Tech International Development may, at its sole discretion, approve or reject any Variation proposed by the Service Provider, and is not required to have regard to the interests of the Service Provider when making its decision.
- 5.6 If the Parties cannot agree on the valuation of a Variation, Tetra Tech International Development will determine the value on the following basis:
- (a) any applicable rates (including Personnel Rates) or prices in this Agreement; or
 - (b) to the extent clause 5.5(a) does not apply, Tetra Tech International Development will determine the reasonable costs and margin to the Service Provider of performing the Variation.
- 5.7 The Service Provider will not be entitled to any payment or to make any claim for a Variation to the Services except where it is expressly directed to undertake a Variation under a Variation Order.
- 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 Excepting clause 42.4, nothing in this Agreement (including this clause 8) constitutes a relationship of employer and employee, principal and agent, or partnership between the Service provider and either Tetra Tech International Development or the Client.

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,

- (a) 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 or the Client;
- (b) not misrepresent the relationship between the Service Provider and Tetra Tech International Development and the Client; and
- (c) not engage in any misleading or deceptive conduct in relation to the Services.

9 SERVICE PROVIDER'S REPRESENTATIONS

9.1 Neither the Client, Tetra Tech International Development, nor any of their Personnel make any representation or warranty as to accuracy or completeness of any Official Information, and the Service Provider:

- (a) agrees to make, an independent assessment of any Official Information, and will rely solely on its own assessment or analysis of any Official Information in its performance of its obligation under this Agreement;
- (b) agrees not to make any claim or commence any proceedings against the Department or Tera Tech International Development for any loss of any kind arising from any inaccuracy, error or incompleteness of the Official Information; and
- (c) subject to clause 9.2 is deemed to have satisfied itself of their sufficiency, clarity and suitability for the purpose of satisfying its obligations under this Agreement.

9.2 The Service Provider must, within 5 Business Days after receipt of any Official Information (including the Tetra Tech International Development's requirements for the Services) notify Tetra Tech International Development if it considers that any part of the Official Information is not complete, sufficiency, clear, or suitable for the purposes of enabling the Service Provider to perform the Services and satisfy its obligations under this Agreement

- 9.3 The Service provider acknowledges that Official Information is information controlled by the Commonwealth and any decision by Tetra Tech International Development to provide any additional Official Information or an extension of time pursuant to clause 10 is at the discretion of the Commonwealth.
- 9.4 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.
- 9.5 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.
- 9.6 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 EXTENSION OF TIME

- 10.1 The Service provider must take all reasonable steps to mitigate the effects of any delay, use its best endeavours to continue to perform the obligations, and where necessary, make a request in writing to Tetra Tech International Development for an extension of time outlining the length of the extension to which the Service Provider considers reasonable in all the circumstances (“**Request for EoT**”).
- 10.2 Tetra Tech International Development will give consideration to the Service Provider’s recommendations and request as soon as practicable after receiving the Request for EoT and may grant approval subject to conditions.
- 10.3 If Tetra Tech International Development approves in writing a Request for EoT, any resultant changes to this Agreement must be documented in writing by the Parties.
- 10.4 Even if the Service provider has not made a Request for EoT, where Tetra Tech International Development considers that a delay has arisen, in whole or in part, because of an act or omission on the part of Tetra Tech International Development or the Department (if any) or their respective Personnel, Tetra Tech International Development may, by notice in writing to the Service Provider, extend the time for the performance of the relevant obligation of the Service Provider.
- 10.5 Where an extension of time has been granted and the Service provider has been unable to perform its obligations for forty five (45) Business Days or more, Tetra Tech International Development may suspend this agreement, reduce the scope of Services, or terminate this Agreement by notice in writing.

11 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.

12 NON-EXCLUSIVITY

- 12.1 This Agreement is entered into on a non-exclusive basis.

12.2 Tetra Tech International Development may purchase other services similar to the Services in this Agreement from other providers.

13 PRICE

13.1 In consideration for the supply of the Services, Tetra Tech International Development will pay the Prices.

13.2 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.

13.3 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.

14 TERMS OF PAYMENT

14.1 The Service Provider must submit to Tetra Tech International Development correctly rendered invoices.

14.2 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 14.5) is correctly set out; and
- (c) if appropriate and required by Tetra Tech International Development, it is accompanied by documentation substantiating the amount claimed.

14.3 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; or
- (b) receipt of a correctly rendered invoice for the Services,

whichever occurs later.

14.4 Tetra Tech International Development will be entitled (in addition and without prejudice to any other rights it may have) to defer payment or reduce the amount of any payment if and for so long as the Service provider has not completed, to the satisfaction of Tetra Tech International Development, the part of the Services to which the payment relates.

14.5 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.

14.6 A payment by Tetra Tech International Development to the Service Provider is not an admission of liability.

14.7 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.

14.8 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;
- 14.9 Without limiting Tetra Tech International Development's rights or remedies under this Agreement or at law, if Tetra Tech International Development elects, in accordance with the Agreement, to recover an amount from the Service Provider or the Service Provider otherwise owes any debt to Tetra Tech International Development in relation to the Agreement, Tetra Tech International Development may:
- (a) deduct the amount from payment of any claim; or
 - (b) give the Service Provider notice of the existence of a debt recoverable which is to be paid by the Service Provider within 30 days after receipt of notice.

15 INTELLECTUAL PROPERTY

Use of Tetra Tech International Development Material and Commonwealth Material

- 15.1 Tetra Tech International Development grants (or will procure) a royalty-free, non exclusive license for the Service Provider to use, reproduce and adapt Tetra Tech International Development Material for the purpose of this Agreement.
- 15.2 Where Tetra Tech International Development provides to the Service Provider any Commonwealth Material, Tetra Tech International Development grants (or will procure) a royalty-free, non-exclusive license for the Service provider to use, reproduce and adapt the Commonwealth Material for the purposes of this Agreement.
- 15.3 The Service Provider agrees to use Tetra Tech International Development Material and Commonwealth Material strictly in accordance with any conditions or restrictions provided in this Agreement and any Direction from Tetra Tech International Development.

Rights in Contract Material

- 15.4 Intellectual Property in all Contract Material vests or will vest in Tetra Tech International Development from creation.
- 15.5 Clause 15.4 does not affect the ownership of Intellectual Property in:
- (a) any Commonwealth Material incorporated into Contract Material;
 - (b) any Tetra Tech International Development Material incorporated into Contract Material; or
 - (c) any Existing Material.
- 15.6 The Service provider grants (or will procure for) Tetra Tech International Development a perpetual, irrevocable, royalty free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, perform, distribute, communicate and exploit the Service Provider's Existing Material referred to in clause 15.5(c) to the extent that it is incorporated into the Contract Material for the purposes reasonably anticipated by this Agreement.
- 15.7 The Service Provider agrees that the licence granted in clause 15.6 includes a right for Tetra Tech International Development to licence (or sub-licence) the Existing Material in conjunction with the Contract Material to the public under an Open Access Licence.
- 15.8 The Service provider agrees, on request by Tetra Tech International Development, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to clause 15.4 to 15.7.

- 15.9 The Service Provider warrants that:
- (a) It is entitled to; or
 - (b) It will be entitled at the relevant time,
- to deal with the Intellectual Property in the Contract Material in the manner provided for in clauses 15.4 to 15.8.
- 15.10 The Service Provider indemnifies, and will keep indemnified, Tetra Tech International Development against all costs, loss, expense, damage or liability suffered or incurred by Tetra Tech International Development in connection with any claims by third parties that their Intellectual Property rights have been infringed.

Moral Rights

- 15.11 In these clauses 15.11 to 15.5:

Permitted Acts means any of the following classes or types of acts or omissions:

- a. using, reproducing, adapting, altering, destroying, relocating, or otherwise exploiting all or any part of the Contract Material (or buildings or structures or other work constructed or developed, operated or maintained using the Contract Material), with or without attribution of authorship;
- b. supplementing the Contract Material with any other Material;
- c. using the Contract Material in a different context to that originally envisaged; and
- d. releasing the Contract Material to the public under an Open Access Licence,

but does not include false attribution of authorship.

- 15.12 Where the Service provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by Tetra Tech International Development, the Department (if any) or any person claiming under or through Tetra Tech International Development or the Department (if any).
- 15.13 If clause 15.12 does not apply, the Service Provider warrants that performing the Permitted Acts in relation to the Contract Material does not infringe any person's moral rights and agrees:
- (a) to obtain from each author a written consent, genuinely given and not obtained by duress or by making any false or misleading statement, which extends directly or indirectly to the performance of the Permitted Acts by Tetra Tech International Development, the Department (if any) or any person claiming under or through Tetra Tech International Development or the Department (if any); and
 - (b) on request – to provide the executed original of any such consent to Tetra Tech International Development.
- 15.14 This clause does not apply to any Tetra Tech International Development Material or Commonwealth Material incorporated in the Contract Material.

16 INDEMNITY

- 16.1 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 of or upon Tetra Tech International Development's Intellectual Property rights, or Intellectual Property rights in the Contact Material that vest with the Client at the time of creating such material;
- (g) a loss or liability incurred by Tetra Tech International Development under the Head Contract due to a breach, intentional or negligent act or omission reasonably attributable to the Service Provider or its Personnel that results in a reduction of management fees payable to Tetra Tech International Development; and
- (h) if any contamination which has been caused or contributed to by the acts or omissions of the Service Provider or its Personnel.

16.2 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.

16.3 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. Nothing in this clause 16.3 will preclude the recovery by the affected Party of loss or damage which may fairly and reasonably be considered to arise naturally, that is according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.

16.4 Nothing in clause 15.3 operates to exclude or limit any liability incurred by the Parties as a result of or in connection with:

- (a) a loss or liability, which at law cannot be limited or excluded; or
- (b) liability to a third party which is the subject of an indemnity.

16.5 This clause 16 will survive termination of this Agreement.

17 **INSURANCE**

17.1 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.

17.2 With the exception of statutory insurances, the insurance required under this clause 17 shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Poor's (or the equivalent rating with another recognised rating agency), or a reputable insurer approved by Tetra Tech International Development, acting reasonably.

17.3 If the Service Provider fails to effect and maintain the insurances in accordance with this clause 17, 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 14.9; or
- (b) provide a notice of termination for default in accordance with clause 19; 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 17.

17.4 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 17 that Tetra Tech International Development reasonably requires

18 FORCE MAJEURE

18.1 "**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.

18.2 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.

- 18.3 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.
- 18.4 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.

19 TERMINATION

- 19.1 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.
- 19.2 A Default Event will be taken to have occurred if any of the following events occurs:
- (a) the Service Provider fails to start providing the Services on the Commencement Date;
 - (b) the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date;
 - (c) the Service Provider fails to complete the Services by the Completion Date;
 - (d) the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Agreement;
 - (e) the Service Provider fails to:
 - i. effect and maintain insurance as required by clause 17; or
 - ii. provide Tetra Tech International Development with proof of appropriate insurance upon request by Tetra Tech International Development as required by clause 17;
 - (f) 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;
 - (g) any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
 - (h) the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
 - (i) the Service Provider ceases to carry on business;

- (j) 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 or external administrator (including any form of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth)) of the whole or any part of the Service Provider's assets or business

19.3 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.

19.4 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.

20 TERMINATION OR REDUCTION IN SCOPE FOR CONVENIENCE

20.1 The Service Provider acknowledges that Tetra Tech International Development has a Head Contract with the Client under which, *inter alia*:

- (a) Tetra Tech International Development has an obligation to ensure delivery of the Services;
- (b) the Client has a right, at any time and in its absolute discretion, to terminate or reduce scope of the Head Contract or any services ordered under the Head Contract, including the Services the subject of this Agreement; and

20.2 Tetra Tech International Development may by notice, at any time and in its absolute discretion, terminate this Agreement, or reduce the scope of this Agreement, immediately.

20.3 The Service Provider agrees, on receipt of a notice of termination or reduction:

- (a) to stop or reduce work as specified in the notice;
- (b) to take all available steps to minimise loss resulting from that termination or reduction; and
- (c) to continue work on any part of the Service not affected by the notice.

20.4 In the event of termination notice being issued under clause 20.2, Tetra Tech International Development is only liable to pay to the extent that Tetra Tech International Development is so liable under this Agreement:

- (a) any prices, allowances, and costs that were incurred by the Service Provider before receipt of the notice; and
- (b) reimbursable expenses relating only to provision of the Services unavoidably incurred but not covered under subclause (a).

- 20.5 Tetra Tech International Development will not be liable to pay amounts under clause 20.4 which would, added to any prices, allowances, costs, and reimbursable expenses already paid to the Service Provider under this Agreement, together exceed the prices, allowances, and costs set out in this Agreement.
- 20.6 In the event of a reduction of scope notice issued under clause 20.2, Tetra Tech International Development's liability to pay prices, allowances, costs, and reimbursable expenses will, unless there is a written agreement to the contrary, reduce in accordance with the reduction of the Services.
- 20.7 Notwithstanding anything to the contrary in this Agreement, in relation to a notice issued under clause 20.2, the Service Provider will not be entitled to compensation for loss of prospective profits or any other special, economic or consequential loss that it alleges arose, or may have arisen, as a result of the termination or reduction in scope.

21 CONFIDENTIALITY AND DISCLOSURE

- 21.1 The Parties agree that all information obtained in connection with or incidental to the Services, including Confidential Information, is confidential as between the Parties.
- 21.2 Subject to clauses 21.5 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.
- 21.3 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.
- 21.4 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.
- 21.5 The Service Provider acknowledges and agrees that Tetra Tech International Development may disclose the terms of this agreement to the Client, if requested to do so by the Client.
- 21.6 The Service Provider agrees that if the Client is a Department, Tetra Tech International Development will not be taken to have breached its obligations under this clause 21 to the extent that the Service Provider's Confidential Information:
- (a) is disclosed by the Department to its Personnel solely in order to comply with its obligations, or to exercise rights, under the Head Contract;
 - (b) is disclosed by the Department to its internal management Personnel, solely to enable effective management or auditing of contract related activities;
 - (c) is disclosed by the Department to the responsible Minister;
 - (d) is disclosed by the Department in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia;

- (e) is shared by the Department within the Department's organisation, or with another agency, where this services the Commonwealth's legitimate interests; or
- (f) is authorised or required by law to be disclosed.

21.7 This clause 21 survives termination.

22 CONFIDENTIALITY OF OFFICIAL INFORMATION AND OTHER SECURITY OBLIGATIONS

Interpretation

22.1 In this clause 22:

Security Classified Resource means Official Resources that, if compromised, could have adverse consequences for the Department; and

Security Incident means an actual or suspected security breach, violation, contract or approach from those seeking unauthorised access to Official Resources.

Security Classification

22.2 Unless otherwise notified by Tetra Tech International Development, the highest level of Security Classified Resources that the Service Provider will have access to under this Agreement is 'Unclassified'.

Confidentiality of Official Information

22.3 The Service Provider will not, without the prior written authorisation of Tetra Tech International Development, disclose any Official Information to any person (unless required to do so by law).

22.4 Subject to clauses 22.7(a) and (b), the Service Provider is authorised to provide Official Information to any Personnel and subcontractors who have been approved in accordance with clause 41 to the extent that they require such information to provide the Services.

22.5 The Service Provider agrees, on request by the Tetra Tech International Development or the Department at any time, to arrange for the Personnel and subcontractors referred to in clause 41 to give a written undertaking in a form acceptable to Tetra Tech International Development, which may include the form of confidentiality deed set out in Schedule 6, relating to the use and non-disclosure of Official Information.

22.6 The Service provider agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

Other Security Obligations of the Service Provider

22.7 The Service Provider agrees:

- (a) to make its Personnel available, and require its subcontractors to be available, to attend any security training provided by Tetra Tech International Development or the Department;
- (b) to notify Tetra Tech International Development and the Department of any change in the personal circumstances in the Personnel referred to in clause 22.4;
- (c) to notify Tetra Tech International Development and the Department immediately if it becomes aware that a Security Incident has occurred and otherwise implement the

Department's procedures for Security Incident reporting as advised by Tetra Tech International Development or the Department from time to time; and

- (d) to comply with:
 - i. any additional security requirements specified by Tetra Tech International Development or the Department; and
 - ii. any variations or additions to those requirements as notified by Tetra Tech International Development or the Department from time to time.

22.8 The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 22 and will provide details of these procedures to Tetra Tech International Development or the Department upon the request of Tetra Tech International Development (as the case may be).

22.9 This clause 22 survives termination.

23 ACTIONS AT END OF CONTRACT

Interpretation

23.1 In this clause:

Copy means any document, device, article or medium in which Commonwealth Material, Contract Material, or official Information is embodied.

Actions at the end of Contract

23.2 The Service provider agrees, on expiration or termination of this Agreement:

- (a) to deal with all Copies as directed by Tetra Tech International Development, subject to any requirements of law binding on the Service Provider; and
- (b) where requested by Tetra Tech International Development, use best endeavours to procure the novation to the Tetra Tech International Development or its nominee (as directed by Tetra Tech International Development) of any subcontract for the performance of any part of the Services.

23.3 This clause survives termination.

24 ACCESS TO DOCUMENTS

24.1 In this clause 24:

FOI Law means the *Freedom of Information Act 1982* (Cth) or similar law of an Australian State or Territory that is applicable to Tetra Tech International Development or the Service Provider; and

"Document" and **"Commonwealth Contract"** have the same meaning as in the *Freedom of Information Act 1982* (Cth).

24.2 The Parties acknowledge and agree that this contract is a Commonwealth Contract.

24.3 Where the Client has received a request for access to a document relating to performance of this Agreement that was created by, or is in the possession of Tetra Tech International Development or the Service Provider, the Client may at any time by written notice require

Tetra Tech International Development or the Supplier to provide the document to the Client. If the Service Provider is requested to produce the document, the Service Provider must, at no additional cost, promptly comply with the notice.

24.4 This clause 24 survives termination.

25 GOVERNING LAW AND JURISDICTION

25.1 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.

25.2 This clause 25 survives termination.

26 COMPLIANCE WITH LAWS

26.1 In providing the Services, the Service provider is responsible for ensuring that it, and its Personnel, comply with:

- (a) if the Service Provider is an Australian entity it will be carrying out Services within Australia, applicable Laws authority and applicable Commonwealth policies as set out in this Agreement or as notified to the Service Provider from time-to-time; and
- (b) without limiting clause 26.1(c), applicable Laws of any jurisdiction in which any part of the Services are performed.

26.2 In providing the Services, the Service Provider and its Personnel and subcontractors must:

- (a) not engage in any political activity in the relevant country during the provision of the Services;
- (b) observe all Laws and respect all religions and customs of that country; and
- (c) conduct themselves in a manner consistent with the *Public Service Act 1999* (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

27 PRIVACY

27.1 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.
- 27.2 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.
- 27.3 This clause 27 survives termination.

28 TAXES

- 28.1 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.
- 28.2 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.
- 28.3 If the GST payable for any taxable supply under this Agreement varies from the additional amount payable under clause 28.1 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.
- 28.4 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.
- 28.5 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.
- 28.6 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.

29 DISPUTE RESOLUTION

- 29.1 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.

29.2 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.

29.3 Notwithstanding any existing dispute between the Parties, or that legal proceedings are pending or current, and subject to clause 20.3(a), each Party and its Personnel must continue to comply with their obligations under this Agreement.

29.4 This clause 29 survives termination.

30 NOTICES

Format, addressing and delivery

30.1 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*- given by Tetra Tech International Development's Representative (or any Tetra Tech International Development employee with superior authority to the Tetra Tech International Development Representative) and addressed (and marked for attention) as specified in Schedule 2 or as otherwise notified by the Service Provider.

30.2 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

30.3 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.

30.4 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

31 CONFLICT OF INTEREST

31.1 In this clause 31:

Conflict means any matter, circumstance, interest or activity affecting the Service provider or its Personnel which may, or may appear to, impair the ability of the Service Provider to provide the Services to the Tetra Tech International Development or the Client diligently and independently.

31.2 The Service Provider Warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date, no Conflict exists or is likely to arise in the performance of the Services.

31.3 If during the period of this Agreement, a Conflict arises, or appears likely to arise, the Service Provider agrees:

- (a) to notify Tetra Tech International Development immediately;
- (b) to make full disclosure of all relevant information relating to the Conflict; and
- (c) to take any steps Tetra Tech International Development reasonably requires to resolve or otherwise deal with the Conflict.

32 COUNTER-TERRORISM

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

- (a) organisations and/or individuals associated with terrorism, 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.

32.2 This clause 32 survives termination.

33 MODERN SLAVERY

33.1 The Service Provider warrants and agrees that:

- (a) it has not engaged, and will not engage, in any Modern Slavery practices;
- (b) it complies with and will continue to comply with Modern Slavery Laws;
- (c) it has investigated the risk of Modern Slavery within its operations, and those of its supply chain;

- (d) it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and, where required, remediation programs;
 - (e) it will, as soon as possible, notify Tetra Tech International Development in writing of any confirmed instances of Modern Slavery arising directly or indirectly in relation to this Agreement or the Project and the actions undertaken by it to remedy the issue;
 - (f) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 33.1(a) to (e).
- 33.2 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.
- 33.3 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 33.
- 33.4 This clause 33 survives termination.

34 PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- 34.1 The Service Provider must either:
- (a) develop and implement a written policy and procedure that sets out how the Service Provider will work to prevent sexual exploitation, abuse and harassment (“**PSEAH**”) policy that includes the requirements set out in clause 34.2.
 - (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 DFAT PSEAH Policy, accessible at <http://www.dfat.gov.au/pseah>.
- to the extent relevant to the services the Service Provider is engaged to perform.
- 34.2 If 34.1(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>.
- 34.3 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.
- 34.4 the Service Provider must report to Tetra Tech International Development:
- (a) any suspected or alleged case of sexual exploitation, abuse and harassment that related to the performance of the Services within 48 hours of becoming aware of the case;

- (b) any alleged incidents of non-compliance with the DFAT PSEAH Policy within five (5) Business Days; and
 - (c) any suspected or alleged instances of child abuse, exploitation or harm arising in connection with official duties or business immediately.
- 34.5 In reporting to Tetra Tech International Development as required pursuant to clause 34.4, the Service Provider must comply with the *Privacy Act 1988* (Cth) and the privacy provisions of the Sexual Exploitations, Abuse and Harassment (SEAH) Incident Notification Form, and Child Protections Policy, available on DFAT's website.
- 34.6 This clause 34 survives termination.

35 CHILD PROTECTION

- 35.1 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.
- 35.2 The Child Protection Framework must include systems, procedures and operational controls that provide for:
- (a) effective leadership to enable the safeguarding of children;
 - (b) provisions within employment contracts and agreements with subcontractor Personnel that prevent (or empower the Service Provider to prevent) a person from working with children if they present an unacceptable risk to children;
 - (c) appropriate disciplinary action to dismiss, suspend or transfer to other duties, any employee who breaches relevant requirements of the Child Protection Framework;
 - (d) recruitment screening processes for all Personnel that will, or are reasonably likely to, have contact with children when performing their role, with such screening processes including:
 - i. criminal record checks before engagement or where such checks are not available or unreliable, a legal declaration made by the relevant individual confirming that there are no convictions or charges pending for offences relevant to the safety of children, including violent or sexual offending against a child; serious or aggravated animal cruelty; recording images of or filming a child; intentional harmful conduct including poisoning and arson; and
 - ii. verbal referee checks,
 - (e) implement measures to prevent inappropriate, use of images and personal information of children from promotion, fundraising or education and which ensure the privacy and safeguarding of children.
- 35.3 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.
- 35.4 This clause 35 survives termination.

36 FRAUD

- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 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.
- 36.5 This clause 0 survives termination.

37 ANTI – CORRUPTION

- 37.1 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.
- 37.2 Any breach of this clause 37 will entitle Tetra Tech International Development to issue a notice under clause 19 to terminate this Agreement immediately.
- 37.3 This clause 37 survives termination.

38 WORK HEALTH AND SAFETY

- 38.1 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.

39 CYBER SECURITY

39.1 In this clause:

Cyber Attack	means any action taken through the use of computer network or any unauthorised access to, or use of, a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks;
Persona Information	has the same meaning as in the <i>Privacy Act 1988</i> (Cth);
Recipient	means the person targeted by a Cyber Attack, or to whom a Security Incident occurs, and may include the Department and/or Tetra Tech International Development and/or the Service Provider
Security Incident	means a security breach, violation, contact or approach from those seeking unauthorised access to the Recipient's information technology systems, including: <ul style="list-style-type: none"> a. action taken through the use of computer networks that result in an actual or potential adverse effect on the Recipient's information technology system and/or tetra Tech International Development Confidential Information, Commonwealth Confidential Information, Tetra Tech International Development Material, or Commonwealth Material residing on that system; or b. any other unauthorised access to use by a third party or misuse, damage or destruction by any person.

- 39.2 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 Recipient's information technology systems that accesses, transmits and stores any Tetra Tech International Development Confidential Information, Commonwealth Confidential Information, Tetra Tech International Development Material, or Commonwealth Material or any other data connected with this Agreement, including but not limited to Contract Material and Personal Information.
- 39.3 If the Tetra Tech International Development or the Department (if any) requests in writing, the Service Provider must disclose all security measures it has in place to reduce the risk of a Security Incident or Cyber Attack on the Recipient's information technology systems.
- 39.4 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:
- (a) notify Tetra Tech International Development by notice in writing within one (1) business day; and
 - (b) if required by Tetra Tech International Development, advise the Australian Cyber Security Centre (ACSC)
- 39.5 The Service Provider must ensure that its Personnel and subcontractors comply with the requirements of this clause.
- 39.6 This clause 39 survives termination.

40 PUBLICITY

- 40.1 The Service Provider **must** 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.
- 40.2 This clause 40 survives termination.

41 SUBCONTRACTING AND SPECIFIED PERSONNEL

Subcontracting

- 41.1 The Service Provider agrees to not subcontract the performance of any part of the Services without Tetra Tech International Development's prior written approval and will make available to Tetra Tech International Development (if requested) details of all subcontractors engaged to perform any part of the Services.
- 41.2 If, pursuant to clause 41.1 the Service Provider is granted permission to subcontract any part of the Services, the Service Provider must:
- (a) not subcontract the performance of any part of the Services to a person or entity which is:
 - i. listed on the Criminal Code Act list, the Sanctions List or on the World Bank List or a Relevant List;
 - ii. named as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth); or
 - iii. who are subject to a judicial decision against them relating to employee entitlements, not including decisions under appeal, and have not paid the claim;

- (b) inform the subcontractor that Tetra Tech International Development and the Client may publicly disclose the names of subcontractors engaged in the performance of the Services.

41.3 Where the Service Provider subcontracts any part of the Services:

- (a) the Service Provider remains responsible for delivery of the Services in accordance with the terms and conditions of this Agreement;
- (b) the work undertaken by any subcontractors must be performed to the same standards set out in this Agreement; and
- (c) the Service Provider will not 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.

41.4 The Service Provider agrees to ensure that any contract entered into with a subcontractor in connection with the Services imposes an obligation on the subcontractor to comply with clause 8.4, clauses 19 to 24, clauses 26 and 27, clauses 31 to 46, and Schedule 4 as if the subcontractor were the Service Provider.

41.5 If the Service provider decides:

- (a) a subcontract is unable to perform its subcontract;
- (b) to terminate or reduce the scope of a subcontract; or
- (c) to engage an alternative subcontractor, it must:

Notify Tetra Tech International Development immediately, and

- (d) before entering into alternative subcontracting arrangements, acquire Tetra Tech International Development's approval pursuant to clause 41.1.

Specified Personnel

41.6 The Service provider agrees that Specified Personnel will perform work in relation to the Services in accordance with this Agreement.

41.7 If Specified Personnel are unable to perform the work as required under clause 41.6, the Service Provider agrees to Notify Tetra Tech International Development immediately.

41.8 The Service Provider agrees, at the request of Tetra Tech International Development acting in its absolute discretion, to remove Personnel (including Specified Personnel) from work in relation to the Services;

41.9 If clause 41.7 or clause 41.8 applies, the Service Provider will provide replacement Personnel acceptable to Tetra Tech International Development at no additional cost and at the earliest opportunity.

41.10 The Service Provider must not engage a Current or Former Employee in any capacity in connection with the Services without Tetra Tech International Development's prior written approval.

Extension of provisions to subcontractors and Personnel

41.11 In these clauses 41.11 to 41.13:

Requirement means any obligations, condition, restriction or prohibition binding on the Service Provider under this Agreement.

41.12 Without limited clause 41.4, the Service provider agrees to ensure that:

- (a) its subcontractors and Personnel comply with all relevant Requirements; and
- (b) any contract entered into in connection with the Contract imposes all relevant Requirements on the other party/

41.13 The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by Tetra Tech International Development.

42 NOVATION AND ASSIGNMENT

42.1 The Service Provider acknowledges that Tetra Tech International Development has a Head Contract with the Client under which, *inter alia*, Tetra Tech International Development is obligated:

- (a) to seek approval of the Client before subcontracting any part of the services Tetra Tech International Development is required to supply to the Client under the Head Contract;
- (b) to ensure that its subcontracts enable the Client to direct Tetra Tech International Development to assign, novate or otherwise deal with Tetra Tech International Development's rights under the subcontract to the Client or its nominee;
- (c) to place an obligation on Tetra Tech International Development's subcontractors to promptly execute any document reasonably required by the Service provider to give effect to the assignment, novation or other dealing, with the reasonable details completed to the satisfaction of the subcontractor;
- (d) to ensure any Design Subcontract contains:
 - i. a provision which entitles Tetra Tech International Development to assign, novate or otherwise transfer its rights under the Design Subcontract to the Client, a Sovereign Nation, or an entity that is, or is proposed to be, a contractor engaged by the Sovereign Nation or the Client without the subcontractor's consent; and
 - ii. an obligation on the subcontractor to promptly execute any document required by Tetra Tech International Development to give effect to the assignment, novation or other dealing contemplated under clause 42.1(d)i.
 - iii.

42.2 The Service Provider acknowledges that the Client's approval under clause 42.1(a) is subject to Tetra Tech International Development's subcontractors agreeing to the novation rights contemplated by clause 42.1(b) and clause 42.1(c).

42.3 The Service Provider agrees that Tetra Tech International Development may, without requiring any further agreement or consent from the Service Provider, at any time and at its sole and absolute discretion, assign or novate this Agreement or any right, benefit or interest in and under this Agreement to:

- (a) a Tetra Tech International Development Related Body Corporate;
- (b) the Client;
- (c) a Sovereign Nation; or
- (d) an entity that is, or is proposed to be, a contractor engaged by the Client or the Sovereign Nation.

42.4 For the purposes of giving effect to clause 42.3, the Service Provider irrevocably and unconditionally appoints TTID as its agent and attorney, and TTID accepts such appointment,

to sign any document or documents for and on behalf of the Supplier that may reasonably be required to effect a novation of this Agreement, including without limitation a novation deed or agreement.

42.5 The Service Provider acknowledges and agrees that:

- (a) Tetra Tech International Development may sign such a novation deed or agreement and any other documents required to give effect to a novation of this Agreement without seeking any further instructions or consent from the Service Provider;
- (b) by entering into this Agreement, the Service Provider has acknowledged and accepted that Tetra Tech International Development can assign or novate this Agreement in accordance with this clause 42 without the Service Provider's consent; and
- (c) novation of this Agreement to a Sovereign Nation or an entity that is, or proposes to be, a contractor engaged by the Client or the Sovereign Nation, does not create any contractual relationship between the Service Provider and the Client or the Sovereign Nation.

42.6 The Service Provider must not assign, novate, pledge, or make any other disposition of this Agreement of any part of this Agreement, or any of the rights, claims, or obligations under this Agreement except with the prior written authorization of Tetra Tech International Development. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on Tetra Tech International Development.

43 PERFORMANCE ASSESSMENT AND VALUE FOR MONEY

Performance Assessment

43.1 In this clause 43:

VfM means "value for money" as defined in the Commonwealth Procurement Rules available online at:

<https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>

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>

43.2 The Service Provider acknowledges and agrees that the Client may issue a Service Provider performance assessment in relation to this Agreement.

43.3 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.

43.4 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.

43.5 The Service Provider will produce the documents and/or information set out in the request issued under clause 43.3(c) within 15 days of receipt.

43.6 This clause 43 survives termination.

44 COMPLIANCE WITH CLIENT AND TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES AND PROCEDURES

44.1 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.

44.2 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.

44.3 The Service Provider agrees that Tetra Tech International Development and/or Department (if any) may conduct a review of the Service Provider's compliance with the DFAT's Preventing Sexual Exploitations, Abuse and Harassment Policy and Child Protection Policy, including compliance by any of its subcontractors.

45 AUDIT AND ACCESS

45.1 The Service Provider agrees:

- (a) to give the Tetra Tech International Development's Representative, or any person authorised in writing by Tetra Tech International Development's Representative, access to any premises where the Services are being performed or where Official Resources are located; and
- (b) to permit those persons to inspect and take copies of any Material relevant to the Services, including but not limited to details of the Service provider's compliance with all applicable standards.

45.2 The rights referred to in clause 45.1 are subject to:

- (a) Tetra Tech International Development providing reasonable prior notice;
- (b) reasonable security procedures in place at the premises; and
- (c) if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

45.3 The Auditor-General and the Information officer (including their delegates) are persons authorised for the purposes of this clause 45.

45.4 This clause 45 does not detract from the statutory powers of the Auditor-General or Information Officer (including their delegates).

45.5 This clause 45 survives termination.

46 NOTIFICATION TO TETRA TECH INTERNATIONAL DEVELOPMENT

46.1 The Service Provider must immediately notify Tetra Tech International Development if the Service Provider or subcontractor of the Service Provider, including any relevant Personnel is or becomes:

- (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.

16.2 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.

47 GENERAL PROVISIONS

Non-compete

47.1 During the term of this Agreement, the Service Provider must not seek to contract, or bid for, any work the subject matter of the Head Contract between Tetra Tech International Development and the Client to which this Agreement pertains.

Further Assurance

47.2 Each Party must take all steps, execute all documents and do everything reasonably required by the other party to give effect to the transactions contemplated by this Agreement.

Waiver

47.3 A failure or delay by a party to exercise any right or remedy it holds under this Agreement does not operate as a waiver of that right.

47.4 A right under this Agreement may only be waived in writing by the party entitled to the right.

Amendments

47.5 Except to the extent expressly permitted by the terms of this Agreement, this Agreement may only be amended by another written agreement executed by authorized officers of both parties.

Survival of indemnities

47.6 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Service Provider, and survives expiration or termination of this Agreement. It is not necessary for Tetra Tech International Development to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

Entire Agreement

47.7 This Agreement contains the entire agreement of the parties as to its subject matter.

47.8 Unless otherwise explicitly incorporated by reference, this Agreement superseded all previous proposals, verbal or written arrangements or agreements, and any other communications by one or both Parties relating to this Agreement.

47.9 This Agreement sets out the only representations and warranties relied upon by the Parties when entering into this Agreement.

47.10 The original of this Agreement has been written and signed in English. If this Agreement is translated into another language, the English version will govern and prevail.

Electronic Signature and Counterparts

47.11 The Parties agree that this Agreement may be executed by electronic signature and that this method of signature is conclusive of the Parties' intention to be bound by this Agreement as if physical signing had occurred.

47.12 This Agreement and any amendment made pursuant to clause 47.5, will be validly executed if signed in any number of counterparts and the counterparts taken together will constitute one Agreement or amendment (as the case may be).

Survival of General Provisions

47.13 This clause 47 survives termination.

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

1. SCOPE OF SERVICES

Strategic MEL System Development

- Advise and support the MEL team to define and implement a clear vision for an effective MEL system at facility, sector, and project levels.
- Help identify gaps, priorities, and practical steps to operationalise the MEL system including:
 - Tracking progress against AIFFP outcomes and performance indicators at facility, sectoral and investment levels
 - Providing advice on the design and implementation of a high-quality data management system
 - Advising and reviewing communication products to foster buy-in and inform continuous improvement (eg dashboards, snapshots, Board reports etc)
- Provide strategic advice on integrating program logic and the Performance Assessment Framework into a refreshed MEL Plan.
- Support the team in developing processes and systems to implement the MEL Plan, keeping the team accountable for progress.
- Act as a sounding board and problem solver for MEL challenges.
- Work with AIFFP MEL team to plan and commission independent evaluation in line with DFAT's Development Evaluation Policy and AIFFP's needs.

Mentoring and Capacity Building

- Mentor and coach MEL team members (and other teams as required) to strengthen MEL skills and confidence, particularly for staff with limited evaluation experience.
- Support the team in developing processes to build an evaluation culture within AIFFP.
- Provide technical review and quality assurance of MEL products and processes.

Learning and Reflection

- Facilitate quarterly workshops with the MEL team and relevant stakeholders:
 - **Initial workshop:** Co-develop refreshed MEL plan.
 - **Subsequent workshops:** Reflect on progress, troubleshoot issues, and agree on next steps and ensure continued progress.
- Support the team to embed learning processes, including facilitating divisional reflection and learning processes

Targeted Technical Inputs

- Support the MEL team in producing high-quality investment performance reporting (IMRs, FIMRs, etc.), offering technical review and guidance as needed.
- Provide advice and review MEL deliverables (if requested).
- Draft high-level summaries or recommendations for senior management (SES) when required.
- Offer "phone-a-friend" support for complex MEL questions or urgent problem-solving.

As required, the consultant will be required to develop a MEL plan, working collaboratively with the AIFFP MEL and the SU teams during this engagement.

KEY DELIVERABLES

1. **Inception Report** outlining initial understanding and work plan (within 10 days of inception).

2. Mentoring and capacity-building sessions for MEL team members at a time to be agreed at inception.
3. Outputs as required to advance MEL work, for example to progress ideas from workshops, preparing recommendations for SES, producing knowledge products to be agreed on specific workplans during the consultancy period.
4. Formally review comments and recommendations on the refreshed MEL Plan (developed collaboratively with the MEL team to be agreed during the consultancy period.
5. Provide quarterly reports documenting progress and ongoing advisory inputs provided during the consultancy throughout the assignment.
6. Submit a final advisory report summarising activities, advice and recommendations at the end of the assignment.

2. SPECIAL CONDITIONS

2.1 Inception

- 2.1.1 The Service Provider is to convene and chair the activity kick-off meeting; within 1 week of contract signing.
- 2.1.2. The Service Provider will provide a brief inception report confirming the delivery of services reflecting the outcomes from the kick-off meeting; within 1 week of kick-off meeting.

SCHEDULE 2

AGREEMENT DETAILS

SERVICE PROVIDER:	
PROJECT:	MEL Specialist
COMMENCEMENT DATE:	Xx April 2026
COMPLETION DATE:	
LOCATION:	Australia
PARTNER COUNTRY:	
CLIENT:	The Commonwealth of Australia as represented by the Department
HEAD CONTRACT:	Title: Official Order Number 76408/01
	Date of execution: 1 September 2021

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. TIME BASED PAYMENTS

Tetra Tech International Development will pay the Service Provider the Prices for the Services based on submission of a correctly rendered invoice with time card attached.

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 invoice have been achieved to its satisfaction.

3. EXPENSES REIMBURSEMENT

Actual in-country travel expense costs incurred shall be paid on a reimbursable basis on provision of a valid invoice, attaching records and receipts of expenses claimed.

4. KEY DELIVERABLES:

- Refreshed AIFFP MEL Plan (developed collaboratively with the MEL team).
- Quarterly MEL workshops (planning, facilitation, and documentation).
- Outputs as required to advance MEL work, for example to progress ideas from
- workshops, preparing recommendations for SES, producing knowledge products.

- Mentoring and capacity-building sessions for MEL team members.
- Technical reviews and advisory notes on MEL products and processes (as requested).

5. APPROVED SUBCONTRACTORS

As Identified within Schedule 3 - Service Provider's Proposal, if any.

6. SPECIFIED PERSONNEL

As Identified within Schedule 3 - Service Provider's Proposal, if any.

7. 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:

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

All claims for payment must be made to:

Ashika Amin
Associate Director, Program Management
Tetra Tech International Development Pty Ltd
'Tower B Citadel Tower' Level 20, 799 Pacific Highway, Chatswood NSW 2067

Email: **suops@tetrattech.com**
cc to: ashika.amin@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:

8. INSURANCE REQUIREMENTS

- Public Liability insurance with a limit of at least AUD 2.4 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. 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. Motor Vehicle third party property damage insurance.
- c. Lawful and adequate 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:
 - A. adequate personal accident and illness insurance (accidental death and weekly benefits) for any of its Personnel not otherwise covered; and
 - B. 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.
- d. 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;
- e. professional indemnity insurance with a limit of indemnity of not less than AUD 0.6 million for any one claim and in the aggregate for all claims in any 12 month policy period, and including a right of reinstatement, which covers the liability of the Service Provider at general law arising from a negligent breach of duty owed in a professional capacity. Such insurance shall have a retroactive date of no later than the earlier of the commencement of the Services. [Such insurance shall also:
 - i. extend to cover claims related to software and IT risks;
 - ii. extend to cover claims for unintentional breaches of IP rights; and
 - iii. have worldwide territorial and jurisdictional limits.
- f. Adequate medical and dental insurance for its Personnel who are engaged outside their country of permanent residence; and
- g. Adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.

REPRESENTATIVES

Tetra Tech International Development's Representative	Service Provider's Representative
Name: Ritesh Menon	Name:
Position: Team Leader, AIFFP SU	Position:
Telephone: +61 (0) 499 841 594	Telephone:
Email: ritesh.menon@tetrattech.com	Email:
Address: 'Tower B Citadel Tower' Level 20 799 Pacific Highway Chatswood NSW 2067	Address:

ESCALATION REPRESENTATIVES – in the event of a dispute

Tetra Tech International Development's Escalation Representative	Service Provider's Escalation Representative
Name: Dara Doldo	Name:
Position: Contract Representative	Position:
Telephone:	Telephone:
Email: dara.doldo@tetrattech.com	Email:
Address: 'Tower B Citadel Tower' Level 20 799 Pacific Highway Chatswood NSW 2067	Address:

SCHEDULE 3

SERVICE PROVIDER'S PROPOSAL

Enter text here or insert Service Provider's proposal

SCHEDULE 4

CLIENT & TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES & PROCEDURES

1. The Service Provider and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the Partner Country.
2. The Service Provider must ensure that it and its Personnel comply with DFAT and Commonwealth Government policies and guidelines applicable to the Services, including where relevant:
 - (a) *Right to Freedom From Slavery and Forced Labour*, accessible on the Attorney-General's Department website at: <https://www.ag.gov.au/rights-and-protections/human-rights-and-anti-discrimination/human-rights-scrutiny/public-sector-guidance-sheets/right-freedom-slavery-and-forced-labour>
 - (b) *Counterterrorism Policy and Development Approaches to Countering Violent Extremism: Policy Framework and Guidance Note*, accessible online on the DFAT website at: <https://www.dfat.gov.au/aid/topics/development-issues/Pages/development-approaches-to-countering-violent-extremism>
 - (c) *Child Protection Policy* and in particular, the child protection compliance standards at Attachment 1 of DFAT's *Child Protection Policy*, accessible on the DFAT website at <https://www.dfat.gov.au/about-us/publications/pages/child-protection-policy>;
 - (d) *Preventing Sexual Exploitation, Abuse and Harassment Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment>
 - (e) *Disability Inclusive Development Guidance Note*, accessible on the DFAT website at: [Disability Inclusive Development Guidance Note \(dfat.gov.au\)](https://www.dfat.gov.au/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
 - (k) 'Gender equality and women's empowerment strategy' (February 2016) accessible on the DFAT website at: <https://dfat.gov.au/about-us/publications/Pages/gender-equality-and-womens-empowerment-strategy.aspx>.
 - (l) information accessibility requirements accessible on the DFAT website at: <https://dfat.gov.au/about-us/aboutthis-website/Pages/accessibility.aspx>

(m) DFAT's Environmental Management System outlined in the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: www.dfat.gov.au. Note that this requires, where relevant to the Services:

- A. assessing and managing all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;
- B. reporting regularly on any such impacts as required or directed by Tetra Tech International Development or DFAT; and
- C. comply with all relevant environmental laws and regulations of the jurisdiction of the Principal Place of Services.

(n) *Commonwealth Procurement Rules* and Guidelines which

- A. 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>.
- B. Require that the contractor must be cognizant of and comply with the Commonwealth's Supplier Code of Conduct, accessible on the Department of Finance website at: <https://www.finance.gov.au/sites/default/files/2024-06/commonwealth-supplier-code-of-conduct.pdf>

3. The Service Provider must abide by any policies and procedures that Tetra Tech International Development requires, as varied from time to time and including but not limited to the Tetra Tech Corporate Code of Conduct at Schedule 5.

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

SIGNED for and on behalf of < Service Provider > by:

Authorised signatory name (print)

Name

Position:

Date:



SCHEDULE 5

Corporate Code of Conduct

March 2020

Leading with Science®

Contents

Introduction	3
The Employment Relationship with Tetra Tech	3
2.1 Dealing with Each Other	3
2.2 Employee Development	4
2.3 Non-discrimination and Sexual Harassment	4
2.4 Health and Safety	4
2.5 Controlled Substances and Intoxicants	5
2.6 <u>Conflict of Interest</u>	6
2.7 Allegations of Unlawful Conduct	6
2.8 Confidential and Proprietary Information And Privacy	6
2.9 Technology Resources	6
2.10 Media Contact and Public Relations	8
2.11 Social Media	8
2.12 Insider Trading	8
2.13 Anti-Slavery and Human Trafficking Statement	8
2.14 Environmental Sustainability	9
Conducting Business Globally	9
3.1 Dealing with Clients	9
3.2 Dealing with Vendors	9
3.3 Proprietary Information of Others	9
3.4 Gifts, Meals and Entertainment	10
3.5 Improper Payments	11
3.6 Accurate Records and Reporting	12
3.7 Political Contributions	12
3.8 Legal Compliance	12
3.9 Antitrust Laws	13
3.10 International Business: Anti-corruption Laws	13
3.11 International Business: Export, Import, and Sanctions Laws	14
Conducting Business with the U.S. Government	14
4.1 Special Nature of Government Business	14

4.2	Procurement Integrity	15
4.3	Contract Negotiation and Pricing	15
4.4	Contract Performance	15
4.5	Subcontracting	15
4.6	Consultant Services	15
4.7	Recording and Charging of Costs.....	16
4.8	Gifts, Meals or Gratuities.....	16
4.9	Kickbacks	16
	Compliance and Assistance.....	17
5.1	Reporting Violations of the Code	17
5.2	Reporting Violations of the Law	17
5.3	U.S. Government Contract Reporting	18
5.4	Compliance Responsibilities	18
5.5	False Reporting	19
5.6	Individual Judgment	20
	How to Report Concerns.....	20

Note: a reference in this document to “Employee” is a reference to the contractor, consultant or third party to who this document has been issued and includes, where relevant and applicable, personnel engaged by that party, unless the context otherwise requires.

Section I: Introduction

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

The dedication by Tetra Tech and all employees to this Corporate Code of Conduct (“Code”) demonstrates our commitment to ascribe to the highest standards of ethical conduct in the pursuit of the Company’s business. This Code articulates Tetra Tech’s basic policy that all employees and non-employee directors must conduct the Company’s business throughout the world in accordance with such principles.

The Company has designated Tetra Tech’s General Counsel to serve as the Company’s Chief Compliance Officer. The Chief Compliance Officer, with assistance from locally-designated compliance representatives where appropriate, is responsible for administering and overseeing the compliance process and reporting channels of this Code.

Section 2: The Employment Relationship with Tetra Tech

2.1 Dealing with Each Other

Tetra Tech understands that effective relationships are based on the recognition of the value of each individual and the need to provide a working environment conducive to the success and wellbeing of all employees.

We work to create an atmosphere of mutual trust and respect by being honest, fair, and consistent. We will treat all employees fairly and impartially, and we will consistently follow employee policies and procedures.

Tetra Tech’s commitment to diversity and inclusion includes recruiting and retaining employees from diverse backgrounds and experiences, creating awareness of diversity issues and benefits, and fostering a supportive environment where inclusivity is expected and prioritized. We listen to one another and foster open and honest communication. We value the opinions of employees and respect their diverse backgrounds. We encourage communication among employees and solicit ideas and suggestions about the Company. For additional information about Tetra Tech’s policies on these

important values, see our [Corporate Equal Employment Opportunity Policy Statement](#) and [Diversity & Inclusion Policy](#).

2.2 Employee Development

Employee initiative is the primary driver of career development. Tetra Tech offers opportunities for training, development, and continuing professional education. It is the Company's policy to conduct performance and development assessments and to support the career development of our employees.

2.3 Non-discrimination and Sexual Harassment

We are committed to equal opportunity employment and to creating, managing, and valuing diversity in our workforce. No employee or applicant for employment will be discriminated against because of age, race, religion, ancestry, sex, national origin, disability, veteran status, sexual orientation, or genetics.

It is also the Company's policy to provide a workplace free of sexual harassment. The Company will not tolerate verbal or physical harassment or behavior that creates a hostile work environment. This policy applies to employees working at any Company facility, other assigned locations, on business travel, or socializing for business or corporate-sponsored events. It also applies to any persons who interact with Tetra Tech employees based on a business relationship with the Company.

Employees should feel free to report any perceived discrimination or harassment and to cooperate in an investigation without fear of retaliation. Retaliation is not tolerated at Tetra Tech. An employee who has been subjected to discriminating or harassing behavior should immediately contact their supervisor, Human Resources representative, [Corporate Human Resources](#), or the [General Counsel/Chief Compliance Officer](#). You can make an anonymous report by calling the Tetra Tech Ethics Hotline at (800) 886-2577 or online at tetratech.ethicspoint.com. To access hotline numbers outside of the United States, see the [Hotline Access Number Information](#). For additional information, see our [Code of Employee Conduct Policy](#).

2.4 Health and Safety

The Company's policy is to provide and maintain a workplace free of safety and health hazards. This requires that we understand and embrace our [Program Health and Safety Policy](#). The protection of employee health and the prevention of work-related injuries and illnesses are a vital and integral part of Company operations. Tetra Tech has developed a comprehensive health and safety program to meet or exceed the applicable occupational health and safety requirements globally. The Company will continuously monitor and improve operations, procedures, technologies, and programs that are conducive to maintaining a safe, secure, and healthy working environment.

Every employee of Tetra Tech is responsible for upholding the health and safety standards established by the Company. Specifically, each Tetra Tech employee shall be responsible for the following:

- Taking personal responsibility for their own health and safety, and for actions that affect others
- Integrating health and safety elements into all aspects of their work
- Abiding by established rules, regulations and safe work practices
- Being involved in the health and safety program, and providing input on new hazards and continuous improvement measures
- Immediately reporting to a supervisor any unsafe act or condition that may exist in the workplace
- Immediately reporting injuries, illnesses, or other incidents where an undesired event results or could have resulted in harm to people, or loss/damage to property, production, or the environment
- Actively participating in Company-sponsored health and safety training as required for role or job function
- Using assigned personal protective equipment properly at all times
- Seeking to maintain good health to enable the safe performance of jobs, tasks, and responsibilities
- Arriving fit to perform jobs, tasks, and responsibilities in a safe, secure, productive, and effective manner during the entire duration of the work
- Refraining from behavior that could impair safety in the workplace
- Notifying their line manager, supervisor or HR Representative when they are not fit for work, or face situations or concerns that may adversely impact their ability to perform work safely and
- Refusing to work when faced with the possibility of serious injury or imminent danger of death.

Specific safety programs and procedures are available within each office and on the Company intranet site. Questions regarding health and safety should be directed to the appropriate health and safety representative or Corporate Administration at (626) 470-2542. For information about incident reporting, see the [Program Health and Safety Policy](#).

2.5 Controlled Substances and Intoxicants

For the safety of all employees, the use, possession, manufacture, sale, or distribution of any controlled substance is prohibited on Company property or when engaged in Company activities. Employees are also prohibited from reporting to work under the influence of controlled substances or intoxicants. Controlled substances include illegal drugs or prescription drugs without a valid prescription. For more information, see our [Substance Abuse Policy Statement](#).

2.6 Conflict of Interest

Employees should avoid situations in which their private interests or those of their family members conflict or appear to conflict with the interests of the Company. Employees may not solicit or accept salaries, fees, commissions or any other item of value from contractors, suppliers, customers, consultants, or other persons and organizations doing business with the Company. Refer to the policy on gifts, meals and entertainment [below](#).

In a situation in which an employee's past, present or future relationship with another person or organization might conflict with their job performance or the Company's interests, the employee must disclose the potential conflict to their manager. The matter will be reviewed by Corporate Legal and management, and the employee will be notified if the relationship poses a conflict of interest. For additional information, see our [Conflict of Interest Policy Statement](#) and [Conflict of Interest Plan](#).

2.7 Allegations of Unlawful Conduct

An employee who is arrested or charged with illegal activity for action that is related to their employment, misrepresentation of the Company, or involves the use of Company property must promptly report the incident to a supervisor or Human Resources. The employee's supervisor is responsible for notifying the General Counsel/Chief Compliance Officer of the arrest or charge. As a standard practice, the employee will be placed on a leave of absence, which may be paid or unpaid at the discretion of management, as the matter is reviewed.

2.8 Confidential and Proprietary Information And Privacy

Employees must maintain the confidentiality of the Company's trade secrets and proprietary information. Examples of proprietary information include bid data, employee charge rates, proprietary software, customer lists, planning materials, marketing plans, and much of the technical information that the Company generates or uses in its business.

The Company has a duty to protect employee data in accordance with applicable legal requirements. No one should access prospective, current or former employee records — such as payroll, group insurance, benefits and working files — without proper authority. Tetra Tech follows the principles in the EU-US Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from European Union, European Economic Area ("EEA") and Switzerland to the United States. For additional information, see our [Privacy Policy](#).

2.9 Technology Resources

Use of Company computers, networks, messaging systems, and internet access are provided for business purposes and should be considered a privilege that may be revoked at any time for

inappropriate conduct. Employees are expected to act responsibly and respect others. Examples of inappropriate conduct include, but are not limited to, the following:

- Engaging in unauthorized outside business activities
- Promoting non-Company-related causes
- Misrepresenting oneself or the Company
- Engaging in unlawful or malicious activities
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in any message
- Accessing, sending, receiving, storing, or printing pornographic, racist, sexist, or otherwise discriminatory or objectionable materials
- Causing congestion, disruption, disablement, alteration, or impairment of Company networks or systems
- Infringing in any way on any patent, copyright, or trademark rights of others
- Unauthorized or unlicensed use of software or intellectual property
- Knowingly propagating or disseminating malicious software of any type
- Using recreational games or gambling
- Use of peer-to-peer file sharing applications
- Altering any security controls on Company systems and applications without expressed approval of IT Security
- Use that interferes with normal job functions or the ability of employees to perform daily job activities

We make every effort to protect Company data, including secure technologies for storing, accessing, and sharing. Employees should take care to identify and protect sensitive data, including personally identifiable and confidential and proprietary information. Loss or unauthorized sharing of sensitive data could cause harm to the Company, its customers, employees and business partners. Sensitive data must not be stored on personally owned systems.

All data generated during the course of business remains the property of Tetra Tech whether it is stored on Company-owned systems or personally owned systems and should be protected in accordance with Company security standards. Employees should have no expectation of privacy when using Company-owned systems. The Company retains the right to access and delete Company data stored on personally owned systems.

Remote access to the Company network must be accomplished using a Company-provided VPN client. Accessing Company data using personally-owned equipment or public systems can only be done through prescribed methods available from the IT service desk. For additional information, see our [Acceptable Use Policy](#).

2.10 Media Contact and Public Relations

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

2.11 Social Media

Given the wide access to the internet and the accompanying proliferation of blogs, social media, chat rooms, and message boards, as well as the widespread use of cellular phones with video capability, the traditional definition of the media has broadened. Any inquiry from a blogger, writer, reporter, or social media community member irrespective of the medium, should be referred to the Media and Communications Department.

Employees are free to engage with Tetra Tech's public content via social media, including publishing, sharing, and commenting on content that Tetra Tech published through tetratech.com, social media, and other media outlets. Employees should not publish or comment via social media in any way that suggests they are communicating on behalf of Tetra Tech in an official capacity.

2.12 Insider Trading

Employees have a responsibility to ensure that inside information is not misused. Employees are prohibited from buying or selling securities of Tetra Tech based on information not publicly available that could affect the price of the securities.

Employees may not buy or sell securities when they have inside information of a material nature, and may only buy or sell when that information becomes publicly available. Inside information that might be material includes, but is not limited to, information concerning acquisitions, earnings estimates, pending awards, expansion or curtailment of operations, sales or purchases of substantial assets, or other significant business developments. Employees may not give this information to family, friends, or anyone outside the Company so that they can trade based on inside information. Questions regarding insider information should be directed to our [General Counsel/Chief Compliance Officer](#).

For additional information, see our [Insider Trading Policy](#).

2.13 Anti-Slavery and Human Trafficking Statement

It is and will continue to be the policy of Tetra Tech, including all its office locations and subsidiaries, to be committed to ensuring that there is no modern slavery or human trafficking in our supply chains or any part of our business. Our Anti-Slavery Statement reflects our commitment to acting ethically

and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains. See our [Combating Trafficking in Persons Policy](#).

2.14 Environmental Sustainability

As good corporate citizens, all employees are expected to share Tetra Tech's commitment to protecting and improving our environment with its projects around the world. At Tetra Tech, we are committed to Leading with Science® and innovation in our projects, our operations, and our communities to help achieve a more sustainable world. Tetra Tech recently joined the United Nations Global Compact — the world's largest corporate sustainability initiative — as part of its effort to continue to follow key environmental principles. In addition to Tetra Tech's commitment, those who do business with Tetra Tech, including subcontractors and joint ventures, are expected to adhere to these principles.

Section 3: Conducting Business Globally

3.1 Dealing with Clients

Serving clients is the focal point of our business. Satisfying clients is the best way to ensure business success. Tetra Tech will accurately represent its products, services and prices in its marketing, advertising and sales efforts.

3.2 Dealing with Vendors

Tetra Tech is committed to the fair treatment of vendors. The Company will select vendors who provide the best value for clients and Tetra Tech. Vendors will have the opportunity to compete fairly for the Company's business.

All our vendors suppliers, contractors, subcontractors and their agents (collectively "vendors") are expected to share our commitment and are required to conduct themselves in accordance with our Vendor Code of Conduct ("Vendor Code"). We expect vendors to be familiar with our Vendor Code, to operate in accordance with the expectations outlined therein and to comply, at a minimum with all applicable laws, rules, regulations and standards within the geographies in which they operate. For more information, see [Vendor Code of Conduct](#).

3.3 Proprietary Information of Others

The Company regularly receives third party proprietary information. The wrongful possession or use of any proprietary information of any supplier, client, business partner, or competitor is prohibited.

Employees must obtain such proprietary information under the terms of a written confidentiality agreement containing the terms and conditions for the use and protection of the information. If an employee is offered, or comes into, unauthorized possession of third party proprietary information, the employee must immediately consult their local Human Resources representative or the [General Counsel/Chief Compliance Officer](#).

3.4 Gifts, Meals and Entertainment

Business-related social contacts can be in the best interests of the Company when properly conducted on a limited basis. Employees should make every effort to ensure that there is no reason for a third party to view these contacts as improper. Giving or receiving gifts of significant value is strictly prohibited. Customary business entertainment may be proper on a limited basis. Impropriety results when the frequency, nature, or value of the entertainment is such that it could be interpreted as affecting or intending to affect an otherwise objective business decision.

Under no circumstances may a gift of money, or its equivalent, be given or received. Employees will decline or return any kind of significant gift, favor, compensation or offer of excessive entertainment that violates these guidelines. Employees should inform the offeror of our policy against improper gifts.

The term “business gifts” in this policy includes business entertainment, as well as gift items. The giving of business gifts is a customary way to strengthen business relationships and, with some restrictions, is a lawful business practice. It is Tetra Tech’s policy that employees may give and receive appropriate, lawful business gifts in connection with their Tetra Tech work with commercial customers and other nongovernmental parties, provided that all such gifts do not exceed \$50.00 in value and are not given or received with the intent or prospect of influencing the recipient’s business decision-making.

As outlined below, special laws and rules apply to gifts to government employees, and it is Tetra Tech’s policy to strictly comply with all such restrictions. Laws in the United States and around the world strictly limit gifts to government employees. These may be criminal acts, regardless of whether they are paid for with Tetra Tech or personal funds.

Bribery is illegal and violates this policy. Tetra Tech’s policy does not allow for corrupt practices in any form, including bribery.

Never accept or offer gifts of cash or cash equivalents, such as gift certificates and gift cards. Never accept a gift that could be viewed as lavish.

- **What this policy means:**
 - No Tetra Tech employee may give or receive a gift that violates law, applicable regulations, agreements, or reasonable customs of the marketplace.

- Make sure any business gift is nominal in cost (not more than \$50.00) and low in quantity, and frequency, and that the gift can withstand public scrutiny without damaging Tetra Tech's reputation.
 - Gifts of Tetra Tech's promotional merchandise are generally likely to be appropriate.
 - Properly record any business gift on your business unit's books and make sure that it complies with any policies of your specific Tetra Tech business unit.
 - When deciding on the appropriateness of giving or receiving a business gift, consider how the gift compares in value to the usual gift-giving practices in your industry and country, the sum of gifts to or from that entity over time, the suitability of the gift given your position at Tetra Tech, the impact of the gift on building positive business relations with the recipient, and how the gift might look to an outsider.
 - These guidelines apply even when no reimbursement from the Company is sought. If you plan to give or accept any gift in the course of business that exceeds \$50.00 in value, you must obtain approval from your supervisor.
 - Coffee, doughnuts, soft drinks, and similar refreshments of nominal value provided other than as part of a meal are not considered to be gifts under the gift rules for U.S. government executive branch employees. Therefore, these types of nominal refreshments may be provided. Do not be offended if they seek to make reimbursement, however, and accept reimbursement at cost.
 - Consult with the [General Counsel/Chief Compliance Officer](#) before giving business gifts to consultants and employees of U.S. or foreign government agencies.
- **What to avoid:**
 - Giving or receiving money or other cash equivalent as a business gift.
 - Unless prior approval has been obtained from the General Counsel/Chief Compliance Officer, offering business gifts to U.S. or foreign government employees or consultants is prohibited, whether located within or outside the United States.
 - Giving or receiving gifts that are too costly (more than \$50.00) or frequent to be within the customs of the marketplace.
 - Giving or receiving gifts that influence or give the appearance of influencing business judgment.
 - Offering a gift if you know it would violate the recipient's policy to accept it.
 - Giving or receiving entertainment, such as tickets to a sporting event, where a representative of the company offering the gift will not be accompanying the recipient to the event.

3.5 Improper Payments

No payment will be made by, or anything of value given, on behalf of the Company either directly or indirectly to U.S. or foreign government officials, political candidates, or officers or employees of clients, vendors or competitors that violates applicable laws or is designed to secure favored treatment for the Company.

3.6 Accurate Records and Reporting

Employees are required to record and report information accurately and honestly. This includes time worked that is to be paid, job charges, business expenses incurred, revenues and costs, job-related data, and other business-related activities. Corporate records are subject to internal and external audit, and financial records should be maintained in accordance with generally accepted accounting principles. No undisclosed or unrecorded corporate accounts or unauthorized bank accounts shall be established for any purpose.

Reporting, organizing or destroying information to mislead or misinform is prohibited. No entry shall be made or purposely omitted on any records or data that intentionally hides or disguises the true nature of the transaction, project, plan, or other business information, nor shall any data regarding Company business or services be falsified or distorted in any way. Employees are responsible for promptly reporting any concerns regarding records and reporting to their supervisor, local Human Resources representative, the [General Counsel/Chief Compliance Officer](#), or they may access the Tetra Tech Hotline at (800) 886-2577 or online at tetratech.ethicspoint.com.

3.7 Political Contributions

Most countries in which the Company does business, including the United States, impose restrictions and limitations on the ability of a corporation to actively participate in the political process.

In general, employees are free to engage in personal volunteer political activity and contribute personal resources to candidates and parties as permitted by law. Employees may not, however, use Company resources (e.g., money or supplies) for personal political activities.

Any use of Company resources for the Company's political activities, including contributions, requires advance approval by the Company's Chief Executive Officer. For additional information, see our [Political Contributions Policy](#).

3.8 Legal Compliance

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

Employees must become familiar with and comply with the laws and regulations that govern their areas of responsibility. If there is ever doubt about whether a law, regulation or other obligation applies – or if there is a conflict between local law and this Code – contact the [General Counsel/Chief Compliance Officer](#).

In addition, you must abide by Tetra Tech's internal policies, particularly [Policy 100](#), as it is the basis for our authority to act on behalf of the Company.

3.9 Antitrust Laws

Competition laws are complex and global in reach, varying from country to country. A violation of these laws could have very severe consequences, not only for the Company, but also for individual employees (including civil and criminal penalties). Tetra Tech's policy is to comply with all antitrust laws. Antitrust laws are intended to preserve competition by prohibiting actions that could unreasonably restrain the functioning of a free marketplace.

Activities in restraint of trade including price-fixing or bid-rigging, and arrangements with competitors to divide or allocate markets or customers or exclude others from a market, are absolutely prohibited. The Company will only participate with trade associations or other business cooperative organizations that comply with antitrust laws.

All employees with supervisory or marketing responsibilities are expected to have a working knowledge of the antitrust laws and prohibited activities related to their work. Employees must seek advice from the [General Counsel/Chief Compliance Officer](#) whenever a question or doubt in this area arises.

3.10 International Business: Anti-corruption Laws

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

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

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

undisclosed or unrecorded Company fund shall be established. No false or artificial entry shall be made on the books and records of the Company for any reason.

Employees must not engage in acts or omissions that offer, authorize or give a bribe to a government official, or create the impression that a bribe has been offered, authorized or given. Employees must take affirmative steps to prevent those doing business directly or indirectly before a government official on the Company's behalf from engaging in bribery. Employees must promptly report any suspected violations. Questions regarding the FCPA or similar laws should be directed to our [General Counsel/Chief Compliance Officer](#). For additional information, see our [Foreign Corrupt Practices Act Policy](#).

3.11 International Business: Export, Import, and Sanctions Laws

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

U.S. and non-U.S. laws impose sanctions on business activities, including imports, exports, and financial transactions, with certain countries, entities, and other prohibited persons.

U.S.-based companies are not permitted to participate in or support international boycotts.

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

Before proceeding with any international transaction, shipment, or import that may be covered by these laws, contact our [General Counsel/Chief Compliance Officer](#).

Section 4 Conducting Business with the U.S. Government

4.1 Special Nature of Government Business

Tetra Tech's clients include U.S. federal, state, and local governments. Accordingly, it is necessary to comply with all statutes, regulations, rules, and ordinances that apply to these transactions. The U.S. Federal Acquisition Regulation ("FAR"), and related laws and regulations, govern the Company's

business with U.S. government agencies. The Company will comply with all applicable rules regarding socioeconomic considerations, including affirmative action, contracts with small and small disadvantaged businesses, and labor standard requirements.

4.2 Procurement Integrity

The U.S. Procurement Integrity Act prohibits a competitor from seeking or obtaining proprietary information related to competitors or government source selection information. The Act also restricts the Company's hiring of former government procurement officials. All employees are obligated to report suspected violations to their local Human Resources representative or to the [General Counsel/Chief Compliance Officer](#).

4.3 Contract Negotiation and Pricing

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

4.4 Contract Performance

All company employees must comply with the terms and conditions of each contract with the government, particularly in the areas of key personnel, personnel qualification, deliverable products and testing. The prior written approval of an authorized government representative often must be obtained before substitutions or changes can be made in such areas. Written notices and contract modifications can be required to change a contract requirement.

4.5 Subcontracting

Special procedures must be followed when purchasing materials and services from other companies for use in government contracts. Many government contract requirements must be passed down to the Company's subcontractors and vendors. Employees should ensure that all these required provisions are incorporated in the Company's subcontracts.

4.6 Consultant Services

In addition to personal conflicts of interest, when retaining consultants to work on behalf of the Company, or when the Company provides services to the U.S. government, care should be taken to

ensure that no organizational conflict of interest exists. When overseeing such consulting efforts, employees must document and closely monitor the conformance of consultant services to the FAR both as to cost and scope of work.

4.7 Recording and Charging of Costs

Employees must ensure that their work is accurately recorded on their time sheet as it was performed, and that it is charged to the right account number. The intentional mischarging of costs is a violation of Company policy and potentially a criminal offense. Employees must ensure that all costs are charged to the appropriate account. An employee must document and have approved any necessary change of records or transfer of costs for accounting purposes. Guidance on how to complete time sheets and labor correction forms is found in reference documents applying to the employee's organization. The employee's Accounting Department can also provide guidance. An employee is required to sign their own time sheet, and an employee's signature certifies the accuracy of the information on the sheet. The signature of a Manager or Approver on an employee's time sheet represents a review and verification process. Electronic signatures may be acceptable.

No one is authorized to permit or require an employee to deviate from correct charging practices. Employees must report any deviations from proper charging practices to their manager, local Human Resources representative, the [General Counsel/Chief Compliance Officer](#), or by accessing the Tetra Tech Hotline at (800) 886-2577 or online at tetratech.ethicspoint.com.

4.8 Gifts, Meals or Gratuities

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

4.9 Kickbacks

The U.S. Anti-Kickback Act forbids prime and subcontractors to offer, solicit, provide, or accept any gift, money, or other item of value for the purpose of improperly obtaining or rewarding favorable treatment in connection with U.S. government prime contracts and subcontracts. The law also requires the Company to report violations to the government when there are reasonable grounds to believe that a violation exists. The employee's local Human Resources representative or our [General Counsel/Chief Compliance Officer](#) is to be consulted prior to reporting suspected violations to the government.

Section 5: Compliance and Assistance

5.1 Reporting Violations of the Code

An employee who becomes aware of a violation of this Code or believes that a violation may occur in the future must report the matter. Ordinarily, the report should be made to the employee's immediate supervisor or manager who, in turn, must report the matter to our General Counsel/Chief Compliance Officer. If no action is taken by the supervisor or the employee feels that it would be appropriate to report to a person with higher authority, the employee should bring the matter to the attention of their Human Resources representative, the [General Counsel/Chief Compliance Officer](#) or access the Tetra Tech Hotline at (800) 886-2577 or online at tetratech.ethicspoint.com. To ensure that a reporting employee is protected from reprisal, requests for anonymity will be respected to the extent this does not result in the violation of the rights of another employee. Any attempt at reprisal against the reporting employee will be punished severely.

5.2 Reporting Violations of the Law

In addition to reporting violations of this Code, it is Company policy to comply with all applicable laws that protect employees against unlawful discrimination or retaliation by their employer because of their lawfully reporting information regarding, or their participating in, investigations involving corporate fraud or other violations by the Company or its agents of applicable law.

Specifically, Company policy prevents any employee from being subject to disciplinary or retaliatory action by the Company or any of its employees or agents because of the employee:

- Disclosing information to a government or law enforcement agency, when the employee has reasonable cause to believe that the information discloses a violation or possible violation of any applicable law or regulation
- Providing information, causing information to be provided, filing, causing to be filed, testifying, participating in a proceeding filed or about to be filed (with any knowledge of the employer), or otherwise assisting in an investigation or proceeding regarding any conduct that the employee reasonably believes involves a violation of:
- Criminal law relating to securities fraud, mail fraud, bank fraud, or wire, radio and television fraud, or
- Any rule or regulation of the U.S. Securities and Exchange Commission, or any provision of the law relating to fraud against shareholders, where, with respect to investigations, such information or assistance is provided to or the investigation is being conducted by a regulatory agency, a member of government, or a person at the Company with supervisory or similar authority over the employee.

5.3 U.S. Government Contract Reporting

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

To report violations of law, employees should follow the complaint procedures as outlined above. However, employees may also contact the Company's [General Counsel/Chief Compliance Officer](#) directly due to the sensitive nature of the complaint.

5.4 Compliance Responsibilities

Tetra Tech requires all employees to review and acknowledge this Code every two years. It does not set forth any express or implied contractual obligations on the part of the Company. The Company retains the right to add, change or delete any of the Code's provisions, or any other policies reflected therein, in management's sole judgment, at any time as circumstances may warrant without obtaining another person's consent or agreement.

In addition, nothing in this Code creates or is intended to create a promise or representation of continued employment. To the extent allowed by law, you have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

This Code is to be strictly followed at all times and under all circumstances. Any violation will subject an employee, without regard to position or tenure with the Company, to disciplinary action, up to and including termination. This Code does not limit the Company's right to terminate your employment.

To protect our employees and other stakeholders, the Company has designated an individual who is responsible for administering and overseeing the compliance and reporting process of this Code. This person is referred to as the "Chief Compliance Officer." The Company's Chief Compliance Officer is responsible for tracking the Hotline reports. Incoming reports will be documented in writing as to the date of the report, and the nature of the report. The Chief Compliance Officer may refer the matter to a Finance or Human Resource representative, as appropriate, but in no event shall the nondisclosure requirements be waived by this action. The Chief Compliance Officer is responsible for ensuring that all Hotline reports are addressed and will follow through to the resolution of the issues raised in the report. The final actions taken in regard to the report will be documented and held in confidence to the extent possible.

The Chief Compliance Officer will refer complaints submitted, as they determine to be appropriate or as required under the directives of the Board of Directors, to the Board or an appropriate Committee of the Board.

In addition, the Chief Compliance Officer will report directly to the Audit Committee of the Company's Board of Directors on matters arising under this description of compliance responsibilities.

Other Chief Compliance Officer responsibilities include:

- Administering, implementing, and overseeing ongoing compliance under this Code and the policies contained herein.
- Establishing and administering procedures to assure that employee complaints will be collected, reviewed promptly, resolved in an appropriate manner, and retained.
- Making themselves available to discuss with employees any complaints raised or reports filed.
- With respect to complaints from employees or non-employees received by the Company relating to its accounting, auditing, and internal auditing controls and disclosure practices, establishing and administering procedures that enable employees to submit complaints and concerns in a confidential manner; assuring that such complaints will be collected, reviewed promptly, treated or resolved in an appropriate manner; and retaining files relating to the complaints and corresponding investigations. The Chief Compliance Officer will present any such complaints received by the Company to the Audit Committee of the Board of Directors.
- Administering and overseeing the Company's training and educational programs for Company employees; ensuring that employees are aware of this Code and the policies contained herein, know to involve the Chief Compliance Officer in any matters involving this Code that arise (including informing the Chief Compliance Officer of every complaint that arises), and are trained in the proper handling of employee complaints covered by this Code.
- Presenting a copy or a summary of each complaint received to those responsible for preparing and reviewing the Company's public filings and other public disclosures so that they are made aware of complaints involving the Company's accounting, auditing, and internal auditing controls or disclosure practices made by employees or by others.

5.5 False Reporting

Employees who file reports or provide evidence which they know to be false or without a reasonable belief in the truth and accuracy of such information will not be protected by the above policy statement and may be subject to disciplinary action, including termination of employment. In addition, except to the extent required by law, the Company does not intend this Code to protect employees who violate the confidentiality of any applicable lawyer-client privilege to which the Company or its agents may be entitled under statute or common law principles, or to protect employees who violate their confidentiality obligations with regard to the Company's trade secret information. Any employee who is considering the disclosure of information that may violate these privileges or reveal Company trade secrets is advised to consult an attorney before making such disclosure.

5.6 Individual Judgment

In summary, this Code has been developed to help employees better understand the proper conduct of Tetra Tech’s business. The standards it contains are in the best interests of Company employees, shareholders, clients, and the public at large. Ultimately, it is up to each employee to act consistent with this Code, and to maintain professional pride in Tetra Tech and ourselves.

Section 6: How to Report Concerns

To raise a concern or make a report, reach out to any of the following resources via online, phone, letter or in person:

- Your supervisor or someone in Management
- Your local Human Resources Representative
- [Corporate Human Resources Department](#)
- [General Counsel/Chief Compliance Officer](#) – (626) 470-2481
- Tetra Tech’s Ethics Hotline: tetratech.ethicspoint.com or 800-886-2577 (within the U.S. and Canada)



Please refer to the Ethics Hotline poster in your office for the number in your country or go to the [Ethics & Compliance](#) intranet site.

The toll-free number is staffed by a third-party company operating 24 hours a day, 7 days a week with worldwide language capability. You do not have to give your name. An interview specialist will document your concerns and relay them to Tetra Tech.

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

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

Signature:	
Name:	
Position:	
Program:	
Date:	

Acknowledged by Tetra Tech International Development

Signature:	
Date:	

Schedule 6

DEED OF CONFIDENTIALITY

THIS DEED POLL is made on the _____ day of _____ []
In favour of COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade (“the **Department**”).

BY [Insert name and address of Recipient who will have access to Confidential Information] (the “**Recipient**”).

RECITALS

1. The Department and Tetra Tech International Development have entered into a Contract in relation to the Services.
2. Tetra Tech International Development has subcontract [Service Provider’s name] (the “Service Provider”) to provide some or all the Services.
3. The Recipient has been engage by the Service provider to work on the project.
4. The Recipient, in carrying out that work, will be given access to Confidential Information.
5. The Department requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS

1. INTERPRETATION

In this Deed, unless the contrary intention appears:

‘**Confidential Information**’ means information that:

- (a) is designated by the Department as confidential; or
- (b) the Recipient knows or ought to know is confidential,

but does not include information which:

- (c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality.

‘**Personal Information**’ has the same meaning as in the *Privacy Act 1988* (Cth).

2. CONFIDENTIAL INFORMATION

2.1. The Recipient acknowledges and agrees that:

- (a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this Deed;
- (b) it must not, other than with the prior written approval of the Department, use, disclose, divulge or deal with any Confidential Information, not allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and
- (c) improper use or disclosure of Confidential Information would damage the Commonwealth.

3. RESTRICTION ON USE

3.1. The Recipient must:

- (a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
- (b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
- (c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Department if the Recipient becomes aware of any unauthorised access to, ort use or disclosure of, any Confidential Information;
- (d) if required at any time by the Department to do so, deliver up to the Department, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
- (e) if required by the Department:
 - (i) permit the Department and its nominees reasonable access to the Recipient’s premises and information management systems to ensure or check compliance with this Deed; and
 - (ii) provide to the Department a statutory declaration of an officer of the Service Provider stating that clause 3.1(e) has been complied with.

4. PERSONAL INFORMATION

4.1. The Recipient agrees, with respect to all Personal Information acquired by it during the performance of its Agreement with Tetra Tech International Development, to abide by the provisions of the *Privacy Act 1988* as if the Recipient were an “Agency” as defined in that Act.

5. SURVIVAL OF OBLIGATIONS

5.1. The obligations of this Deed are perpetual.

EXECUTED as a deed poll.

SIGNED, by the Individual in the presence of:

.....

Signature of Individual

.....

Signature of witness

.....

Name of Individual

.....

Name of witness

Date:

Date:

Part E – Supplier’s Response Form

(To be completed in full and returned by the supplier by the closing time and date)

I/We hereby offer to supply to Tetra Tech International Development the Goods/Services (specified in this RFQ for the MEL Strategic Advisor) in accordance with the Conditions of Quotation, the attached draft Conditions of Contract and the following Addenda (if any) issued by Tetra Tech International Development.

Supplier Details	
Trading Name	<insert name>
Registered Name	<insert name>
Registered Company Number (e.g. ACN if Australian)	<insert number>
Registered Business Number (e.g. ABN if Australian)	<insert number>
Address of registered office	<insert address>
Type of entity (e.g. company, trust, partnership, sole trader, other)	<insert entity>
Key Personnel (e.g. director, chief executive officer, principal of business etc.)	<insert names and positions>
Telephone	<insert phone number>
Website	<insert URL>

Contact Person	<insert name>
Position	<insert position>
Address	<insert address>
Postal address (if different to above)	<insert address>
Email	<insert email address>
Telephone	<insert phone number>

Technical Proposal

Technical Criteria

Response Against Technical Evaluation Criteria (5 page maximum; with no more than 10 pages of relevant attachments; and maximum 2 pages for each CV)

Weighted Criteria

1. Qualifications and experience

[Provide response here and add lines as necessary]

2. Technical competence and methodology

[Provide response here and add lines as necessary]

3. Track record

[Provide response here and add lines as necessary]

Financial Proposal

The price offered is a price calculated in accordance with the following schedule of rates:

Schedule of Rates

1. Daily Rate and Maximum Input

Item	Daily Rate	Number of Days (Max 60 days)	Subtotal
Professional Fees	AUD	60	

2. Payment Basis

- Payments will be made monthly in arrears based on approved timesheets and invoices.
- Total Payment will not exceed the ceiling amount specified in item 1 above.
- Allocation of days across deliverables and ad-hoc advisory work will be confirmed with AIFFP and Tetra Tech post award and reflected in the agreed work plan.

3. Travel and Reimbursables

- Travel costs will be reimbursed directly by the Program and must be approved by Tetra Tech prior to travel. Payments will be made monthly in arrears based on approved timesheets and invoices.
- Consultants are not required to include estimated travel costs in their financial proposal.
- Any other reimbursables (if applicable should be clearly listed below:

Item	Unit Rate	Quantity	Subtotal
Per Diem	AUD		
Airfares; Accommodation	AUD		

Other

Insurance

Provide details of each insurance policy relevant to Tetra Tech International Development's Requirements. (Part B)

References

Please provide three (3) client references that may be contacted in relation to Your Quote and your entities past performance.

Name

Contact Details

Conflicts of Interest

Please identify any Conflicts of Interest (perceived and/or actual) and provide a proposed mitigation strategy.

Conflict of Interest

Mitigation Strategy

[add rows as necessary]

Compliance with Proposed Contract

Does Your Quote comply with all terms of the proposed Contract?

- Yes
- No

If Your Quote does not comply with some or all of the terms of the contract, You must provide reasons for the partial compliance or non-compliance for each clause below.

Contract Clause No.	Explanation/comment

<add lines as necessary>

I/We declare that:

- a. the Conditions of Quotation are agreed;
- b. The tender proposal and sum include information and documents in the following:
 - (i) Tender Clarifications (state no of clarifications) _____
 - (ii) Tender Addenda (state number of Addenda) _____;
- c. the Conditions of Contract are agreed; and
- d. the information and particulars provided as part of this offer are accurate and correct.

Supplier

Witness

Signature

Signature

*Print name and office held:

*Print name and office held:

*Use BLOCK LETTERS.

|