

# **Request for Tender**

**RFT AM-13389**

**for**

# **Material Handling Equipment (MHE)**

**for**

**Humanitarian Logistics Capability (HLC)**

## **Structure of Invitation**

Part A – Procurement Process Guidelines

Part B – Specification

Part C – Draft Contract

Part D – Response

**RFT AM-13389**

**Part A**

**Procurement Process Guidelines**

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## Invitation to Tender

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

Material Handling Equipment (MHE) - Forklifts

## Principal

**Tetra Tech International Development Pty Ltd**

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

## Tetra Tech International Development's Requirements

Tetra Tech International Development Pty Ltd (Tetra Tech International Development) as the managing contractor of the Humanitarian Logistics Capability (HLC) on behalf of the Australian Department of Foreign Affairs and Trade, is seeking tenders from qualified Material Handling Equipment (MHE) suppliers for the provision of forklift assets to support warehouse and yard operations at its Pinkenba, Queensland facility.

## Important Dates

Lodgement and Query Dates	
Invitation Issue Date	31 <sup>st</sup> March 2026
Last Queries Date	11.59pm AEST on 9 <sup>th</sup> April 2026
Closing Date and Time	11.59pm AEST on 13 <sup>th</sup> April 2026
Indicative Timetable	
Completion of evaluation	29 <sup>th</sup> Apr 2026
Notification to successful Supplier(s)	29 <sup>th</sup> Apr 2026
Contract executed	15 <sup>th</sup> May 2026
Notification to unsuccessful Supplier(s)	15 <sup>th</sup> May 2026
Contract commencement	15 <sup>th</sup> May 2026

## Offers and Lodgment

Alternative Offers	Alternative Offers may be submitted	<input type="checkbox"/> No
Form of lodgment	<input checked="" type="checkbox"/> Electronic	
Internet/electronic lodgment	Lodgment Address	<i>supplychain@hlc-aus.org</i>
Offer Validity Period	<i>90 days</i>	

## Contact Person

Name	Ana De La Rosa
Position	Contracts and Procurement Manager

<b>Email</b>	<a href="mailto:supplychain@hlc-aus.org">supplychain@hlc-aus.org</a>
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## Evaluation Criteria

<b>Mandatory criteria</b>	<input type="checkbox"/> Completed Part D Response Forms <input type="checkbox"/> Certificate of Company Registration <input type="checkbox"/> Certificate of Tax Registration <input type="checkbox"/> Valid Tax Compliance Certificate <input type="checkbox"/> Certificate of Currency – General/Public Liability Insurance <input type="checkbox"/> Certificate of Currency – Workers Compensation
<b>Weighted criteria</b>	Technical compliance 40% Price/Commercial Offer 30% Delivery lead time 20% Safeguarding and programmatic priorities 10% Refer <b>Section 8</b> for further details.

## Indigenous Procurement Policy

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

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

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

### **1.2 Additions and Amendments**

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

### **1.3 Accuracy of Invitation**

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

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

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

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

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

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

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

## **2 Structure of Invitation**

This Invitation consists of four parts:

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

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

### **Part B Specification**

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

### **Part C Draft Contract**

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

Part C contains the proposed contractual terms that may be entered into between the successful Tenderer and Tetra Tech International Development. Tetra Tech International Development's standard Goods & Services Template is provided with this tender and constitutes the baseline terms governing any resulting contract. Bidders must submit any proposed seller terms and conditions with their tender. Submission of supplier terms does not, by itself, displace the Purchaser Template: all supplier terms will be reviewed by Tetra Tech International Development and may be accepted, amended, or rejected in whole or in part to ensure consistency with Tetra Tech's commercial, legal and governance requirements. Any agreement to incorporate or vary supplier terms will be recorded in writing and is subject to Tetra Tech's final approval prior to contract award.

For clarity, Tetra Tech reserves the right to: (a) treat materially non-conforming supplier terms as a conditional offer or a basis for disqualification; (b) require negotiation and execution of acceptable amendments before issuing a notice of award; or (c) require the supplier to accept the Purchaser Template as a condition of contract formation. However, Tetra Tech is willing to consider and negotiate reasonable supplier concerns and will engage with bidders to resolve contract issues where practicable to avoid unnecessary disqualification. All submissions, proposed terms, redlines and correspondence concerning contractual terms will be retained as part of the procurement record.

#### **Part D Response**

Part D sets out the format and information that the Tenderer is required to provide in the Offer.

The Tenderer must complete all parts of the Part D Response Schedule.

### **3 Communication**

#### **3.1 Contact Person**

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

#### **3.2 Requests for Clarification**

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

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

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

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

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

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

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

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

### **4 The Tender Offer**

#### **4.1 Format of Offer**

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

The Offer must:

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

Tetra Tech International Development may disregard any content in an Offer that is illegible.

#### **4.2 Conforming Offer**

The Tenderer must submit a Conforming Offer to be considered.

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

#### **4.3 Alternative Offers**

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

Where the Tenderer proposes an Alternative Offer, the Tenderer must:

- a) first submit a Conforming Offer

- b) identify, in detail, the proposed alternative approach or solution
- c) specify how the Alternative Offer differs from the Conforming Offer (including the effect(s) on any pricing)
- d) state the reasons for each instance of change
- e) clearly demonstrate how the Alternative Offer is beneficial to Tetra Tech International Development.

#### **4.4 Cost of Preparing the Offer**

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

### **5 Lodging an Offer**

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

#### **5.1 Email**

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

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

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

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

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

#### **5.2 Late Offers**

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

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

#### **5.3 Validity**

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

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

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

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

## **6 Consortia and Sub-Contracting**

### **6.1 Consortia**

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

Tetra Tech International Development will treat the Tenderer as the preferred contact person for any consortium Offer.

### **6.2 Sub-contracting**

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

## **7 Procurement Process Conduct**

### **7.1 The Tenderer's Conduct**

The Tenderer must:

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

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

## 7.2 Tetra Tech International Development's Conduct

Tetra Tech International Development will:

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

## 7.3 Confidentiality

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

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

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

## 7.4 Commonwealth Procurement Rules and PGPA Act

Tenderers should be aware that the Commonwealth Procurement Rules ('CPRs') and the *Public Governance Performance and Accountability Act Rules 2013* (Cth) ('PGPA Act') as amended from time to time, apply to this RFT. The CPRs are available at: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html>

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

## 7.5 Indigenous Procurement Policy

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

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

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

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.

## 7.6 Disclosure of Information Provided by Tenderers

Tetra Tech International Development's selection process for services is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing Tenders, Tetra Tech International Development is required to pass Tenders to Commonwealth Government Departments and Agencies as Tetra Tech International Development sees fit and to relevant Ministers and Parliamentary Secretaries.

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

Tenderers should note that the *Freedom of Information Act 1982* (The Act) gives members of the public rights of access to official documents of the Commonwealth Government and its Agencies. The Act extends, as far as possible, rights to access information in the possession of the Commonwealth Government and its Agencies, limited only by considerations for the protection of essential public interest and of the private and

business affairs of persons in respect of whom information is collected and held by departments and public authorities.

## 8 Evaluation Process

### 8.1 Evaluation

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

<u>Evaluation Criteria</u>	<u>Weighting</u>
A. Technical compliance	40%
B. Price/Commercial Offer	30%
C. Delivery lead time	20%
D. Safeguarding and programmatic priorities	10%

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

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

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

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

In evaluating Offers Tetra Tech International Development will consider:

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

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

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

Tetra Tech International Development may in its absolute discretion:

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

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

## **8.2 Discontinue Process**

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

## **8.3 Shortlisting**

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

## **8.4 Negotiation**

Tetra Tech International Development may choose to:

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

## **8.5 Contract Formation**

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

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

Tetra Tech International Development intends to contract based on the Draft Contract contained in Part C of this RFT. By submitting a Tender, the Tenderer agrees to the Services-Specific and Standard Conditions of Tender, including the Draft Contract. Any non-compliance with the Draft Contract must be documented in Clause 12 of Part D - Tenderers' Response Schedule.

## 9 Glossary

### 9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

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

**RFT AM-13389**

**Part B**

**Specifications – Good and/or services**

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# 1 Introduction

## 1.1 Purpose

Tetra Tech International Development (Tetra Tech) invites suppliers for the provision of forklift assets to support warehouse and yard operations at its Pinkenba, Queensland facility.

The purpose of this procurement is to select a supplier who can supply, deliver, commission, and handover, multiple forklift types suited to a mixed operational environment, including container handling, high-reach storage, and general warehouse movements.

## 1.2 Background

Tetra Tech International Development is the managing contractor for Australia's Humanitarian Logistics Capability (HLC), which is funded by the Australian Department of Foreign Affairs and Trade (DFAT). HLC facilitates the timely, effective, and flexible delivery of the Australian Government's humanitarian assistance and emergency relief program around the world. It provides project management and humanitarian supply chain solutions in support of Australia's humanitarian activities.

Australia's humanitarian supplies are held in warehouses in Brisbane and Papua New Guinea and can support at least 11,500 households – or 57,500 people.

# 2 Requirements – Goods and/or services

## 2.1 Quantities and technical requirements

Item	Requirements
<b>Heavy Lift Forklift – Container Handling (1 Unit)</b>	<p>HLC requires a high-capacity forklift to support container movements and heavy load handling within the yard environment.</p> <p>Minimum requirements:</p> <ul style="list-style-type: none"><li>• Rated capacity: 10 tonne minimum</li><li>• Tine configuration capable of container handling (wide spread)</li><li>• Hydraulic fork positioning (fork positioner)</li><li>• Side shift functionality</li><li>• Suitable for outdoor and yard operations</li></ul> <p>Preferred configuration:</p> <ul style="list-style-type: none"><li>• Diesel powered</li><li>• Pneumatic tires</li></ul>
<b>High Reach Forklifts (2 Units)</b>	<p>HLC requires electric reach trucks to support high-density racking operations within the warehouse.</p> <p>Minimum requirements:</p> <ul style="list-style-type: none"><li>• Rated capacity: 1.6 tonne</li><li>• Electric reach configuration</li><li>• Integrated camera system to support safe high-level operations</li><li>• Side shift functionality</li><li>• Hydraulic tine positioning where available</li></ul> <p>Preferred configuration:</p> <ul style="list-style-type: none"><li>• Lithium-ion battery systems (suppliers to provide options and recommendations)</li><li>• Suitable for narrow aisle operation</li></ul>
<b>Counterbalance Forklifts (2 Units)</b>	<p>HLC requires counterbalance forklifts to support general warehouse operations, including loading, unloading, and internal movements.</p> <p>Minimum requirements:</p>

	<ul style="list-style-type: none"> <li>• Rated capacity: 2.5 tonne</li> <li>• Side shift functionality</li> <li>• Hydraulic fork positioning</li> <li>• Fingertip controls (if applicable with this model)</li> </ul> <p>Fuel options:</p> <ul style="list-style-type: none"> <li>• Suppliers are to provide pricing for both LPG and electric variants</li> </ul>
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## 2.2 Requirements

Suppliers are requested to provide a structured response addressing the following:

Item	Requirements
<b>Pricing</b>	<ul style="list-style-type: none"> <li>• Itemised pricing per unit</li> <li>• Any applicable volume or bundled pricing</li> <li>• Delivery and freight costs to Pinkenba, Queensland</li> <li>• Optional attachments or enhancements</li> </ul>
<b>Servicing and Maintenance</b>	<p>A separate quotation is required for:</p> <ul style="list-style-type: none"> <li>• Preventative maintenance program</li> <li>• Annual servicing costs</li> <li>• Breakdown and call-out rates</li> </ul> <p>Suppliers are to outline:</p> <ul style="list-style-type: none"> <li>• Service intervals</li> <li>• Scope of servicing activities</li> <li>• Local service capability (Brisbane region)</li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>• Standard warranty terms (including battery where applicable)</li> <li>• Coverage inclusions and exclusions</li> <li>• Options for extended warranty</li> </ul>
<b>Lead Times</b>	<ul style="list-style-type: none"> <li>• Estimated manufacturing and delivery lead times</li> <li>• Availability of in-stock units (if applicable)</li> </ul>
<b>Delivery</b>	<p>Equipment to be delivered fully assembled, tested, and operational</p> <ul style="list-style-type: none"> <li>• Commissioning to be completed on site</li> <li>• Operator handover and basic familiarisation to be included</li> <li>• Initial service/calibration on site after delivery or after one week of use to make sure that equipment meets operational requirements and manufacturer guarantees</li> <li>• Delivery documentation and certification for all heavy equipment, including manufacturer manuals, spare parts lists, inspection and test records, and any required OSHA-accredited or NDE/load test reports</li> <li>• All equipment will be subject to receipt inspection by a competent person and any discrepancies (damage, missing items or non-functional components) must be recorded prior to acceptance.</li> <li>• Suppliers must confirm equipment condition at delivery, supply required safety and pollution-control items (e.g., fire extinguishers, ROPS/FOPS, anti two-block devices), and provide proof of operator and equipment certifications (including wire rope certification and Certificates of Compliance where applicable). Mobilization lead times, site-access approvals, and maintenance responsibilities must be declared up front, and an Equipment Supervisor will be responsible for administering scheduled maintenance and maintaining an equipment status register.</li> </ul>

	<ul style="list-style-type: none"> <li>• If equipment, documentation, or safety items are non-conforming, the purchaser reserves the right to reject delivery, require remedial action or replacement, and recover associated costs; all contractual requirements and non-negotiable compliance items must be met before final acceptance.</li> <li>• Supplier to insure delivery of the goods</li> </ul>
<b>After-Sales Support</b>	<ul style="list-style-type: none"> <li>• Local service presence and technician availability</li> <li>• Spare parts availability and typical lead times</li> <li>• Response times for breakdown support</li> </ul>
<b>Technical and Compliance Requirements</b>	<ul style="list-style-type: none"> <li>• All equipment included in the tender complies with the Australian Work Health and Safety Act and Regulations, relevant Australian Standards, and the licensing, competency and safety requirements outlined by Workplace Health and Safety Regulators. The tenderer must provide full Original Equipment Manufacturer (OEM) documentation, pre-start procedures, maintenance schedules, training support, and any other safety documentation required to meet regulatory obligations and site-specific risk controls.</li> <li>• Inclusion of standard safety features (lighting, alarms, load backrest, operator protection)</li> <li>• Energy efficiency and charging requirements for electric units</li> </ul>
<b>Additional Considerations</b>	<p>Tetra Tech has a preference for fleet standardisation where practicable, to support maintenance efficiency, parts availability, and operator familiarity. Suppliers are encouraged to outline any advantages associated with a single-brand or consolidated fleet approach.</p>

### 2.3 Contract Management

The procurement will result in a single supplier (one contract award).

**RFT AM-13389**

**Part C**

**Goods / Service Agreement**

**TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**

(“TTID”)

- and -

**XXXX**

(“SUPPLIER”)

**[GOODS AND SERVICES AGREEMENT]**

for

**Material Handling Equipment (MHE) - Forklifts**

## PART 1: PARTIES & KEY DETAILS

**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, ("TTID")

**AND**

< **SUPPLIER** >

ABN of < address > ("Supplier") ]

## RECITALS

- A. Tetra Tech International Development carries on the business of a management consultant and international project manage.
- B. Humanitarian Logistics Capability (HLC) is managed by Tetra Tech International Development on behalf of the Australian Department of Foreign Affairs and Trade.
- C. Tetra Tech International Development engages the Supplier to provide the Goods and Services and the Supplier agrees to provide the Goods and Services on the terms of this Agreement.

**THE PARTIES AGREE** as follows:

### 1. AGREEMENT

This agreement ("**Agreement**") means this agreement between the parties which consists of:

- (a) PART 1: PARTIES & KEY DETAILS;
- (b) PART 2: GENERAL TERMS & CONDITIONS;
- (c) PART 3: INTEGRITY & ACCOUNTABILITY, SAFEGUARDING & RISK MANGEMENT, POLICY & PROCEDURE;
- (d) any attached Schedules, Annexures; and
- (e) other documented terms incorporated by reference.

### 2. OPERATIVE

Tetra Tech International Development and the Supplier promise to carry out and complete their respective obligations in accordance with this Agreement.

If there is any inconsistency between any of the documents forming part of this Agreement, the documents will be interpreted in the following order of priority to the extent of any inconsistency:

1. SPECIAL CONDITIONS (Item 14 of PART 1 – KEY DETAILS);
2. PART 2: GENERAL TERMS & CONDITIONS;
3. KEY DETAILS (other than SPECIAL CONDITIONS);
4. PART 3: INTEGRITY & ACCOUNTABILITY, SAFEGUARDING & RISK MANGEMENT, POLICY & PROCEDURE;
5. any Schedules, Annexures and other attachments; and
6. any documents incorporated by reference.

### 3. SUPPLIER REPRESENTATION AND WARRANTIES

The Supplier represents and warrants that prior to entering this Agreement that it has made such enquiries and examined such information as it considers necessary to satisfy itself:

1. as to the nature, scope extent and degree of difficulty of the Services to be performed by it pursuant to this Agreement;
2. as to its ability to supply the Goods and Services to a high standard and within the time frames specified in this Agreement;
3. as to the availability of suitably qualified and experienced personnel, and all other facilities and information which it requires for the purpose of supplying the Goods and Services; and
4. that it understands its rights and obligations under this Agreement.

**EXECUTED as an Agreement**

|

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

|

.....  
**Name (Print)**

.....  
**Name of Witness (Print)**

|

.....  
**Signature**

.....  
**Signature of Witness**

|

.....  
**Date**

.....  
**Date**

|

**SIGNED for and on behalf of [Supplier] by:**

|

.....  
**Name (Print)**

.....  
**Name of Witness (Print)**

|

.....  
**Signature**

.....  
**Signature of Witness**

|

.....  
**Date**

.....  
**Date**

## KEY DETAILS

### Item 1. KEY AGREEMENT DETAILS

(Note: see Part 2: clause 1 (Term); clause 2 (Client Requirements); 3.2(i) (laws of Partner Country))

<b>SUPPLIER Name:</b>		<b>Supplier ABN:</b>
<b>PROJECT Name:</b>	Humanitarian Logistics Capability	
<b>PROJECT Ref. No.:</b>		
<b>This AGREEMENT Ref No.:</b>		
<b>CLIENT:</b>		
<b>PARTNER COUNTRY</b>		
<b>COMMENCEMENT DATE:</b>		
<b>COMPLETION DATE:</b>		
<b>OPTION PERIOD:</b>		

*Note: If Supplier is unable to provide an ABN they may be required to complete an additional Statement by Supplier*

### Item 2. REPRESENTATIVES / NOTICES / ESCALATION MANAGER

(Note: see Part 2: clause 12 (Notices & Required Notices), clause 10.2 (Delay), clause 18 (Specified Personnel), clause 25.2 (Media, Publicity, Logos & Trademarks), clause 35.2 (Dispute Resolution)).

<b>Supplier Representative/ Notices</b>		<b>Tetra Tech International Development Representative/ Notices</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Position:</b>		<b>Position:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>Notices Address:</b>		<b>Notices Address:</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Position:</b>		<b>Position:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>Risk Management Plan</b>			
Risk Management Plan requirements			

### Item 3. GOODS & SERVICES

(Note: see Part 2: clause 3 (General Supply Requirements), clause 4 (Supply of Goods), clause 5 (Supplier Warranties)).

The Supplier will supply the following Goods and Services:

Heavy Lift Forklift – Container Handling (1 Unit) – Details to be added  
High Reach Forklifts (2 Units) – Details to be added  
Counterbalance Forklifts (2 Units) - Details to be added  
Other details as set out in Schedule 1

### Item 4. DELIVERABLES, DELIVERY DATES, AND PRICE/S

(Note: see Part 2: clause 3 (General Supply Requirements), clause 4.2 (Supply of Goods), clause 12.1(c) (Notices & Required Notices), clause 14.4 (Variations), clause 20 (Price), clause 21 (Terms of Payment), clause 29.2(c)(i) (Termination for Default)).

#	Deliverable	Delivery Date	Price (GST excl.)
1.	To be added		AUD \$
2.			AUD \$
3.			AUD \$
TOTAL PRICE (GST excl.)			AUD \$

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

### Item 5. INSTALLATION/ DELIVERY POINTS/ MODE OF DELIVERY

(Note: see Part 2: clause 4.2(c), 4.2(d) and 4.2(e) (Supply of Goods), clause 5.3(g) (Supplier Warranties))

#	Deliverable	Installation Point/ Delivery Point/ Mode of Delivery
1.	To be added	
2.		
3.		

### Item 6. SPECIFICATIONS

(Note: see Part 2: clause 3.2(b) (General Supply Requirements), clause 5.2(f) and clause 5.3(c) (Supplier of Warranties))

#	Specification	Detail
1.	To be added	
2.		
3.		

### Item 7. SPECIFIED PERSONNEL

(Note: see Part 2: clause 18 (Specified Personnel))

#	Name	Position
1.	To be added	
2.		

### Item 8. PRE-APPROVED SUBCONTRACTORS

(Note: see Part 2: clause 19 (Subcontractors), clause 23.3 (Insurance), cl.30.3(b) (Termination for Convenience))

#	Subcontractor Name	Terms & Conditions of Approval
1.	To be added	
2.		

#### Item 9. MEETINGS/ REPORTS

(Note: see Part 2: clause 13 (Meetings & Reporting))

#	Meeting Type	Meeting date/ location	Required Supplier attendees
1.	To be added		
2.			

#	Report type	Report due date	Detail
1.	To be added		
2.			

#### Item 10. WARRANTY PERIOD:

(Note: see Part 2: clause 5.3 (Supplier Warranties), clause 23.7 (Insurance), cl.47 definition of "Warranty Period" (Definitions and Interpretation))

#	Good	Warranty Period
1.	To be added	
2.		

#### Item 11. PERFORMANCE CRITERIA/ COMPLIANCE TESTING

(Note: see Part 2: clause 3.2(e) (General Supply Criteria), 6 (Acceptance))

#	Goods	Performance Criteria	Detail
1.	To be added		
2.			

#	Goods	Acceptance Test Period	Compliance Tests
1.	To be added	14 days	
2.		14 days	

#### Item 12. INSURANCE POLICIES:

(Note: see Part 2: clause 23 (Insurance), clause 29.2(e) (Termination for Default))

The Supplier must have the following Insurance Policies:	
<b>Public Liability Insurance</b>	Public liability insurance with a limit of at least AUD1 million for each and every claim and in the aggregate for all occurrences in any 12 month policy period, which covers any personal injury to, illness or death or any person arising from the performance of the Agreement..
<b>Products Liability Insurance</b>	Products liability insurance written on an occurrence basis with a limit of indemnity not less than AUD1 million for each occurrence and in the aggregate for all occurrences in any 12 month policy period, which covers the Supplier and it's Personnel for their respective liabilities caused by, arising out of, or in connection with, the negligent manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product by the Supplier or its Personnel. This insurance shall have a territorial limit which includes Australia.
<b>Motor Vehicle third party property damage insurance</b>	

<b>Workers' Compensation insurance</b>	Insurance which: (a) fully insures the Supplier for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law; (b) is effected in the Partner Country as well as every state or territory in Australia where its Personnel normally reside or in which their contract of employment was made; and (c) where possible at law, extends to indemnify Tetra Tech International Development as principle for Tetra Tech International Development's liability to persons engaged by the Supplier.
<b>Property insurance</b>	Adequate property insurance covering any material created under this Letter of Agreement, Supplies and the reinstatement of Data while in the care, custody or control of the Supplier for its full replacement value
<b>Professional Indemnity insurance</b>	Adequate Professional Indemnity insurance to cover the Supplier's obligations under this Letter of Agreement. The Supplier must maintain the necessary insurance for the term of this Letter of Agreement and until the expiration of 3 years after the end of the Term or an earlier termination
<b>Medical and Dental insurance</b>	Adequate medical and dental insurance for its Personnel who are engaged outside their country of permanent residence.
<b>Evacuation</b>	Adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.

**Item 13. SUPPLIER'S NOMINATED BANK ACCOUNT`**

(Note: see Part 2: clause 21.3 and 21.7 (Terms of Payment))

<b>BANK NAME:</b>	
<b>Account Name:</b>	To be added
<b>BSB Number:</b>	
<b>Account Number:</b>	
<b>Bank Address</b>	
<b>SWIFT Code</b>	

**Item 14. SPECIAL CONDITIONS**

(Note: see Part 1: clause 1 (Agreement), and clause 2 (Operative))

#	Clause amended/inserted	Special Condition

**Item 15. BANK GUARANTEE**

<b>Bank Guarantee Details</b>	
<b>Bank Guarantee Value</b>	
<b>Up-Front Payment Value</b>	

<b>Equipment, Machinery, Installation</b>	
<b>Intended Purpose</b>	
<b>Conditions Precedent to Practical Completion</b>	

## **SCHEDULE 1**

### **SCOPE OF SERVICE – DESCRIPTION OF GOODS & SERVICES**

The Supplier shall provide the full supply, delivery, commissioning, testing, operator handover and ongoing support for the forklifts and associated equipment specified in this contract. Equipment shall be supplied to the rated capacities and technical configurations offered by the Supplier and shall be delivered fully assembled, tested and operational. On-site commissioning must verify safe and effective operation across the full range of intended use, and the Supplier shall provide basic operator familiarisation at handover. The Supplier is responsible for ensuring all equipment is fit for purpose in the operational conditions described and for notifying the Purchaser in advance of any limitations, site constraints or special requirements that could affect performance.

At handover the Supplier must provide complete delivery and compliance documentation including manufacturer operation and maintenance manuals, spare parts lists, maintenance manuals, inspection and test records, load charts (where applicable), statutory inspection and load-test certificates, operator certification records, safety device certifications and Certificates of Compliance where required. A competent person nominated by the Purchaser will carry out a receipt inspection; the Supplier must record and promptly rectify any damage, shortages or non-functional items identified prior to final acceptance. The Supplier shall also supply any common replacement parts, specialised tools required for routine operation or maintenance, and any accessories or safety equipment necessary for safe operation (including but not limited to lighting, alarms, load backrests, ROPS/FOPS, fire extinguishers and load-monitoring or anti-two-block devices where applicable).

The Supplier must provide a preventative maintenance programme, clearly defined service intervals and scope of servicing activities, annual servicing options, breakdown and call-out rates, and typical spare parts lead times. Local service capability and contact details for technical support must be provided, together with proposed response times for breakdown support. Warranty terms must be stated in the submission, including duration and coverage (parts and labour) for all major components and batteries where applicable, and any options for extended warranty. The Supplier shall confirm expected condition at return for any leased equipment, including an estimate of percentage usable life remaining and definitions of normal wear and tear versus major repair, and shall describe responsibilities for routine wear items.

The Supplier must submit a mobilisation and delivery programme that accounts for manufacturing and delivery lead times, transport, site access approvals and any third-party requirements necessary to place equipment into service. At contract completion the Supplier shall deliver final reports, a maintenance register documenting scheduled and completed maintenance events, all as-delivered documentation and electronic/hard copies of contract documentation, return any loaned items or unused materials, and where applicable restore any premises or infrastructure to the agreed condition.

If equipment, documentation, safety items or service performance are non-conforming Tetra Tech International Development may require remedial action, replacement or cost recovery and may withhold acceptance until non-conformances are rectified. The Supplier must retain records supporting inspections, maintenance and service activities and make these available to Tetra Tech International Development on request.

**ATTACHMENT A**

**TETRA TECH INTERNATIONAL DEVELOPMENT - TEMPLATE INVOICE**

INVOICE FOR PAYMENT		
<b>Attention:</b>	<b>Name</b>	
	<b>Position:</b>	
	<b>Email:</b>	
	<b>Phone #:</b>	
<b>PROJECT Name:</b>		
<b>PROJECT Ref. No/Code.:</b>		

Supplier Name: [insert name of Supplier]		
Supplier ABN: [insert ABN]		
<b>Supplier Invoice contact</b>	<b>Name</b>	
	<b>Position:</b>	
	<b>Email:</b>	
	<b>Phone #:</b>	

Invoiced Deliverables			
#	Deliverable	Deliverable # (see contract KEY DETAILS Item 4)	Price (GST incl.)
			AUD \$
2.			AUD \$
3.			AUD \$
<b>TOTAL INVOICE (GST incl.)</b>			<b>AUD \$</b>

Request for Alternative Bank Payment	
<b>BANK NAME:</b>	
<b>Account Name:</b>	
<b>BSB Number:</b>	
<b>Account Number:</b>	
<b>Bank Address</b>	
<b>SWIFT Code</b>	

(Note: Bank Details only required if you want to nominate a different bank account for payment than the one nominated in Item 13 of the KEY DETAILS of the Agreement. Any request for alternate bank payments will be followed up by TT by phone or email to the Supplier contract representative to confirm/authorise the alternate bank details)

Other Information Relevant to Deliverable and Invoice	
2.	
3.	

## **PART 2: GENERAL TERMS & CONDITIONS**

### **1. TERM**

- 1.1. This Agreement commences on the Commencement Date and terminates upon the Termination Date.
- 1.2. The **Termination Date** is the earlier of:
  - (a) the Completion Date;
  - (b) the date the Parties agree in writing that all obligations under this Agreement have been fulfilled; or
  - (c) the date this Agreement is terminated pursuant to clause 26 (Termination for Default) or clause 30 (Termination for Convenience).
- 1.3. The Supplier grants to TTID an option to extend the Completion Date ("**Option Period**") up to the period specified (if any) in Item 1 of the KEY DETAILS. Tetra Tech International Development may exercise the option by notifying the Supplier in writing prior to Completion Date.

### **2. CLIENT REQUIREMENTS**

- 2.1. Where a Client is specified in Item 1 of the Key Details, the Supplier acknowledges that:
  - (a) this Agreement is funded in whole or in part by the Client via an agreement between the Client and TTID ("**Client Agreement**");
  - (b) TTID is subject to the terms and conditions of its Client Agreement; and
  - (c) continuation of the project the subject of the Client Agreement is subject to continuation of Client funding.
- 2.2. The Supplier agrees to assist TTID maintain good relations with its Client and comply with its Client Agreement by:
  - (a) assisting with and completing any reporting requirements in a timely manner;
  - (b) providing any information reasonably requested by TTID in a timely manner; and
  - (c) ensuring the reputation and good name of the Supplier, TTID, and the Client.

### **3. GENERAL PERFORMANCE & SUPPLY REQUIREMENTS**

- 3.1. The Supplier must:
  - (a) perform its obligations in good faith with full regard to TTID's interests;
  - (b) commence provision of the Goods and Services on the Commencement Date and supply the Goods and Services in accordance with the Delivery Dates and any other dates specified in the KEY DETAILS;
  - (c) comply with any reasonable Direction given by or on behalf of TTID from time-to-time;
  - (d) co-operate with TTID in the pursuit of its objectives relevant to this Agreement;
  - (e) cooperate with any third party appointed by TTID or the Client (if any) to assist in the provision of the Goods and Services;
  - (f) pursue best practice in the delivery of its obligations under this Agreement;
  - (g) use the degree of skill, care, and diligence to be expected from an entity or person performing in the trade or industry the subject matter of this Agreement;
  - (h) consult with TTID on any matter which may materially affect its performance of this Agreement;
  - (i) comply with all integrity, accountability, safeguarding, risk management, policies, procedures, and codes of conduct applicable to the performance of this Agreement, which includes, but is not limited to, those specified in PART 3: INTEGRITY & ACCOUNTABILITY, SAFEGUARDING & RISK MANGEMENT, POLICY & PROCEDURE;
  - (j) comply with all Client (if any) policies, procedures and safeguarding requirements applicable to the performance of this Agreement including those specified in PART 3: INTEGRITY & ACCOUNTABILITY, SAFEGUARDING & RISK MANGEMENT, POLICY & PROCEDURE;
  - (k) keep accurate and auditable records relating to the performance of its obligations under this Agreement for a period of at least seven (7) years after the Termination Date;
  - (l) wherever possible take appropriate steps to perform its obligation in a manner that takes into account environmental, economic and social considerations including undertaking initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies and solutions;
  - (m) arrange, provide and operate all equipment, supplies, related support services and Personnel necessary for the Supplier to performs its obligations under this Agreement;
  - (n) take all reasonable and practicable measures to ensure the safety of TTID's Personnel and the Supplier's Personnel;
  - (o) provide and use appropriate safety equipment (including clothing) and require Supplier Personnel to use that equipment;

- (p) provide all labour, materials, plants and equipment necessary to perform the Supplier's obligations under this Agreement;
  - (q) upon request, provide TTID with written evidence of Work Cover and prescribed taxation registration (if applicable);
  - (r) conduct itself in a manner that does not invite, directly or indirectly, TTID's Personnel or agents to behave unethically, to prefer private interests over TTID's interests or to otherwise contravene the Ethics, Integrity and Professional Standards Policy Manual; and
  - (s) ensure that its Personnel observe and comply with the provisions of this Agreement.
- 3.2. The Supplier must Supply the Goods and Services:
- (a) in accordance with this Agreement;
  - (b) in accordance with the Specifications (if any);
  - (c) in a proper and professional manner;
  - (d) in accordance with relevant best practice;
  - (e) in a manner that meets or exceeds the Performance Criteria (if any);
  - (f) to the reasonable satisfaction of TTID;
  - (g) with due skill and care and to the best of the Supplier's knowledge and expertise;
  - (h) to a high standard in accordance with the professional standards of conduct applying to the relevant industry; and
  - (i) in accordance with all applicable Laws and laws of the Partner Country.

#### **4. SUPPLY OF GOODS**

4.1. **Complying Goods** means Goods that comply with the Supplier Warranties (see clause 5).

4.2. The Supplier must, before any applicable Delivery Date:

- (a) supply Complying Goods;
- (b) supply the Goods without any encumbrance;
- (c) deliver the Goods in accordance with any specified Mode of Delivery;
- (d) deliver the Goods to specified Delivery Points;
- (e) install the Goods at specified Installation Points;

4.3. The Supplier must, if requested, provide TTID;

- (a) material safety data sheets applicable to the Goods; and
- (b) test evidence for the Goods.

#### **5. SUPPLIER WARRANTIES**

5.1. The Supplier represents and warrants:

- (a) that it is financially viable and has the necessary relevant expertise to perform its obligations under this Agreement; and
- (b) that unless otherwise expressly agreed in this Agreement:
  - (i) the Supplier has all rights, title, licenses, interests and property necessary to supply the Goods and Services;
  - (ii) the Supplier has good and unencumbered title to the Goods;
  - (iii) the supply of the Goods and Services will not infringe the Supplier's or any third-party's IP Rights or Moral Rights;
  - (iv) TTID use of the Goods and Services will not be subject to any restrictions as a consequence of the IP Rights or Moral Rights of the Supplier or any third-party; and
  - (v) upon delivery, TTID will enjoy full, unencumbered, unfettered benefit of the Goods and Services; and
  - (vi) supply of the Goods and Services will conform with all applicable technical, safety, health and environmental protections standards or recommendations, including those relating to International Labour Organization conventions on safety and health.

5.2. The Supplier represents and warrants that supply of the Goods and Services will be:

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

5.3. The Supplier represents and warrants that for the Warranty Period the Goods:

- (a) are new (unless otherwise specified);
- (b) conform with any description applied and any sample provided by the Supplier;
- (c) conform with the Specifications and any Supplier specifications;
- (d) meet the Performance Criteria;

- (e) conform to any legally applicable Australian standards or other standards nominated in this Agreement;
  - (f) are of good merchantable quality;
  - (g) are installed correctly; and
  - (h) are fit for their intended purpose.
- 5.4. Where the Supplier is not the original manufacturer of the Goods, the Supplier will provide TTID with the benefit of all manufacturer's warranties in addition to any other warranties required to be provided under this Agreement.
- 5.5. This clause 5 survives expiration or termination of this Agreement.

## **6. ACCEPTANCE**

- 6.1. **Acceptance Date** means the date TTID accepts delivery of Goods in accordance with clause 6.7.
- 6.2. **Acceptance Test Period** means the test periods specified in Item 11 of the KEY DETAILS and if no periods are specified, ten (10) Business Days.
- 6.3. **Compliance Tests** means the compliance tests specified in Item 11 of the KEY DETAILS and if no test is specified, any test considered reasonable for the purpose of testing that the Goods meet the requirements of this Agreement, supplier warranties, and the Performance Criteria (if any).
- 6.4. During the Acceptance Test Period, TTID may perform Compliance Tests.
- 6.5. If the Goods fail a Compliance Test:
  - (a) TTID may issue a notice to the Supplier advising why the Goods have failed a Compliance Test ("Non-Compliance Notice"); and
  - (b) the Supplier must, within ten (10) Business Days of receipt of a Non-Compliance Notice, either
    - (i) fix the Goods; or
    - (ii) provide (and install if applicable) replacement Goods.
- 6.6. Upon TTID receipt of any Goods fixed or replaced pursuant to clause 6.5(b):
  - (a) the relevant Acceptance Test Period begins anew; and
  - (b) clauses 6.4 and 6.5 apply again.
- 6.7. TTID will be deemed to have accepted delivery of the Goods if:
  - (a) TTID advises the Supplier in writing that it has accepted the Goods; or
  - (b) if TTID does not issue a Non-Compliance Notice, within twenty (20) Business Days of the end of the applicable Acceptance Test Period.
- 6.8. If the Goods fail the Compliance Test and the Supplier does not provide replacement Complying Goods:
  - (a) TTID may terminate this agreement pursuant to clause 29 (Termination for Default); and
  - (b) if so requested by TTID, the Supplier must remove the non-compliant Goods.
- 6.9. If the Supplier does not remove the Goods in accordance with a request made pursuant to clause 6.8(b), TTID may at the full cost of the Supplier and at its sole and absolute discretion, do any or all of the following:
  - (a) fix the Goods or contract another supplier to fix the Goods;
  - (b) return the Goods to the Supplier;
  - (c) move the Goods to a storage space; or
  - (d) dispose of the Goods.
- 6.10. The Supplier bears full risk in the Goods until the Acceptance Date.
- 6.11. Title to the Goods vest in TTID on the Acceptance Date.
- 6.12. Nothing in this clause 6, including acceptance of Goods by TTID in accordance with this clause 6, shall be interpreted, deemed or relied upon as a waiver of, or derogation from, any rights or remedies available to TTID under this Agreement or at Law for breach of warranty, breach of contract or any right or remedy available at Law for faulty or defective Goods.
- ## **7. Breach of Warranty, Repair and Replacement**
- 7.1. If any of the Goods and Services do not meet any warranties provided under this agreement or otherwise, the Supplier will, at its sole expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship materials, parts and equipment to the extent necessary to satisfy the applicable warranty.
- 7.2. If any defect or failure in the Goods and Services cannot be rectified by remedial measures within a reasonable period, the Supplier will be considered to be in default and in addition to exercising any termination or suspension rights, TTID has the right to independently replace or repair the Goods and Services and the Supplier must reimburse TTID for all additional costs so incurred, including by deduction or otherwise, against future amounts owed by TTID to the Supplier.
- 7.3. Nothing in this clause 7 prevents TTID using any right or remedy available to TTID at Law or under the terms of an applicable warranty.

7.4. This clause 7 will survive the expiration or termination of this Agreement.

## **8. ITEMS FURNISHED BY TTID TO SUPPLIER**

8.1. Where proprietary items (e.g., devices, documents, drawings, estimates, gauges, jigs, manuscripts, maps, mosaic parts, patterns, photographs, plans, recommendations, records, reports, samples, source codes, and software), or goods are funded or provided by TTID to the Supplier or are developed by the Supplier for TTID to support the performance of the Supplier's obligations, the following terms apply:

- (a) the Supplier acknowledges and agrees that the TTID hereby disclaims any and all warranties regarding the functionality or installation of the foregoing;
- (b) the Supplier is solely responsible for their installation, maintenance and functioning;
- (c) the Supplier will promptly report to TTID each loss, damage or theft of the foregoing;
- (d) title to the foregoing will be retained by TTID;
- (e) the Supplier, will not cause or permit any lien, claim or other encumbrance to be attached to any or all of the foregoing, or to any other item that is the subject matter of this Agreement; and
- (f) upon the termination or expiration of this Agreement, all such proprietary items and Goods will be returned to TTID in the same condition as when delivered to the Supplier, excluding normal wear and tear and their return, or other disposal as TTID may direct, will be at the Supplier's expense.

8.2. This clause 8 will survive the expiration or termination of this Agreement.

## **9. SHIPMENT, TRANSPORT, DELIVERY**

9.1. Where shipment, transport or delivery are required, the following terms apply unless otherwise specified in this Agreement:

- (a) the Supplier is solely responsible for making all shipment, transport and delivery arrangements necessary for the performance of its obligations, in particular obtaining any approvals, authorizations, certifications, licenses, permits, registrations, necessary for the shipment, transport, customs clearance and delivery in relation to the import or export of Goods;
- (b) all costs associated with any shipment, transport and delivery, including all freight and insurance costs, and all costs relating to obtaining any approvals, authorizations, certifications, licenses, permits or registrations will be borne by the Supplier;
- (c) the Supplier assumes all liabilities associated with war, strike, riot, appropriation, confiscation, delay, damage (regardless of cause), destruction, loss or theft of the Goods until delivery at the final destination; and
- (d) the Supplier will insure the Goods against all the above risk until delivery at the final destination.

9.2. For the purposes of proper and full insurance coverage under clause 9.1(d):

- (a) the value of the Goods will be calculated on the basis of cost and freight plus ten (10) per cent; and
- (b) a duplicate of the insurance certificate will be sent to TTID and the original to the consignee (if different from TTID).

9.3. The Supplier will ensure that:

- (a) the TTID or the consignee receives all necessary transport documents in a timely manner, so as to enable the TTID or the consignee to take delivery in accordance with requirements of this Agreement; and
- (b) a duplicate of all necessary transport documents will be sent to TTID or the consignee in advance of the transport and delivery.

9.4. Partial shipment and the combining of Goods under different TTID Goods and Services Agreements to the same consignee are not allowed, except with the prior written authorization of TTID.

## **10. DELAY**

10.1. The Supplier must take all reasonable steps to prevent and minimize delay in supplying the Goods and Services in accordance with this Agreement.

10.2. If the Supplier becomes aware that it may not be able to supply any Goods and Services in accordance with this Agreement, the Supplier must:

- (a) as soon as practicable, but no later than within twenty-four (24) hours, notify the TTID Representative of the cause and nature of the delay and the steps it has taken to mitigate the delay and the cost of the delay; and
- (b) as soon as it is able to be reasonably calculated, notify the TTID Representative of the length of the delay.

- 10.3. Without limiting any other rights available to TTID under this agreement, if the Supplier is unable to deliver any Goods and Services in accordance with this Agreement, TTID may:
- (a) withhold any payment otherwise due until such time as the delay or breach is rectified to the reasonable satisfaction of TTID; and
  - (b) terminate this agreement with immediate effect pursuant to clause 26 (Termination for Default).
- 10.4. Notwithstanding anything to the contrary in this Agreement, TTID may at any time and at its sole and absolute discretion, require the Supplier to supply Goods and Services later than otherwise specified in this Agreement ("Postponement").
- 10.5. The Supplier will not be entitled to Postponement costs.

## **11. Risk Management Plan**

- 11.1. **Activity Risk Management Plan** means an activity risk management plan made in accordance with TTID Procurement Framework and the Guidelines for Risk Management in Procurement.
- 11.2. The Supplier must:
- (a) develop and comply with any risk management plan processes and requirements specified in Item [2] of the KEY DETAILS; and
  - (b) comply with any risk management plan developed in accordance with clause 11.2(a).
- 11.3. Notwithstanding anything to the contrary in this Agreement, the Supplier must, if undertaking an activity of substantial cost and of six (6) months or more in duration:
- (a) develop an Activity Risk Management Plan for that activity; and
  - (b) review the Activity Risk Management Plan at regular intervals to ensure its currency and to monitor the effectiveness of the risk management measures.
- 11.4. Upon request of TTID, the Supplier must:
- (a) meet TTID to review and provide updates on Activity Risk Management Plan; and
  - (b) provide to TTID any reasonably requested information relating to Activity Risk Management Plans, including copies of Activity Risk Management Plans.
- 11.5. The Supplier must notify TTID as soon as practicable as soon as it becomes aware there has been or is likely to be a breach of any applicable risk management plan or Activity Risk Management Plan.
- 11.6. Neither the institution of, TTID approval of, nor TTID monitoring of, any risk management plan or Activity Risk Management Plan, in any way derogates or alleviates the Supplier from any Supplier liability or indemnity conferred by operation of this Agreement, arising out of the supply of the Goods and Services, or arising out of the performance of this Agreement.

## **12. NOTICES & REQUIRED NOTICES**

- 12.1. The Supplier must at all times:
- (a) comply with the notice requirements specified in clause 10 (Delay), clause 11.4 (Risk Management Plan), clause 28 (Significant Event) and clause 35 (Dispute Resolution);
  - (b) promptly notify TTID of:
    - (i) all instructions, decisions, Material and other which it may require from TTID to perform its obligations under this Agreement;
    - (ii) any complaints, claims, suits, judgement, damages, losses, and liability of any nature or kind including costs, fees and related expenses;
    - (iii) any cancellation or material change of insurance coverage (see cl.23 for insurance requirements); and
    - (iv) any Data security breach;
    - (v) any non-compliance or anticipated non-compliance with a risk management plan (if any);
    - (vi) any breach or anticipated non-compliance with any requirement specified in Part 3 of this Agreement;
  - (c) promptly notify TTID of any actual or anticipated issues that could:
    - (i) delay, significantly impact or change the supply of the Goods and Services;
    - (ii) impact the Prices;
    - (iii) be the subject of a request for official information or freedom of information under any relevant Law or law of the Partner county;
    - (iv) be the subject of a complaint to a government ombudsman; or
    - (v) receive media attention.
- 12.2. A notice given under this Agreement:
- (a) must be in writing, signed by the issuing party's Representative, or other authorized officer, marked for the attention of the receiving party's Representative, and sent to that person's relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia), or by email to the person's email address; and

(b) will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third (3) Business Day after posting (or seventh (7) Business Day if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.

12.3. This clause 12 will survive the expiration or termination of this Agreement.

### **13. MEETINGS & REPORTING**

13.1. The parties will meet at the times and in the manner specified in Item 9 of the KEY DETAILS or as otherwise agreed in writing between the Parties to discuss any issues relating to the provision of the Goods and Services.

13.2. The Supplier must:

(a) provide TTID with the reports specified in Item 9 of the KEY DETAILS; and

(b) provide such reports in the manner and form specified in Item 9 of the KEY DETAILS.

13.3. This clause 13 will survive the expiration or termination of this Agreement.

### **14. VARIATIONS**

14.1. **Variation** means a change to the Goods and Services the Supplier is required to supply to TTID under the terms of this Agreement.

14.2. TTID may by written notice to the Supplier, request a Variation and if the Variation is not outside the general scope of the Goods and Services set out in this Agreement the Supplier must carry out the Variation.

14.3. The Supplier may by written notice to TTID request a Variation and in so requesting must provide TTID reasons as to why a Variation is required. TTID may at its sole and absolute discretion accept or not accept a Variation request by the Supplier.

14.4. If a Variation results in a material change to the Goods or Services required to be supplied, the Prices must be adjusted on the basis of rates and fees agreed in this Agreement prior to the Variation.

14.5. The Supplier agrees that no Variation will invalidate this Agreement.

### **15. INTELLECTUAL PROPERTY RIGHTS (IP RIGHTS)**

15.1. The Supplier must not infringe the IP Rights of TTID or any third-party in the performance of this Agreement.

15.2. Unless expressly stated otherwise in this Agreement, IP Rights in Goods supplied under this Agreement will not change as a result of this Agreement.

15.3. Ownership of any Agreement Materials and IP rights created in the course of supplying the Services vests in TTID upon creation.

15.4. The Supplier grants TTID an irrevocable, worldwide, royalty free, sublicensable license to any IP Rights required for TTID to enjoy the full use and benefit of the Agreement Material and Services.

15.5. The Supplier indemnifies TTID and its Personnel against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyrights, registered design, trade-mark or any other IP Rights, by reason of TTID's receipt or enjoyment of the Goods and Services.

15.6. This clause 15 will survive the expiration or termination of this Agreement.

### **16. MORAL RIGHTS**

16.1. **Moral Rights** means rights of integrity, rights of attribution and other rights of an analogous nature which may now exist, or which may exist in the future, in respect of any aspect of the Works under the *Copyright Act 1968* (Cth) or under the law of a country other than Australia.

16.2. To the extent permitted by Law, the Consultant unconditionally and irrevocably consents, and will ensure that its Personnel consent, to any act or omission that would otherwise infringe its or their Moral Rights in any Agreement Material or Goods, including any act or omission that may have taken place before this consent and in particular consents to the following acts:

(a) any alteration to or deletion from the Agreement Material or Goods;

(b) any use of the Agreement Material or Goods that does not identify the author;

(c) any use of the Agreement Material or Goods under an organizational banner; and

(d) use of the Agreement Material or Goods in a different context to that originally envisaged, but does not include derogatory treatment or false attribution of authorship.

16.3. This clause 16 will survive the expiration or termination of this Agreement.

### **17. Fossils, artifacts, and antiques**

17.1. All fossils, coins, artifacts, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of any works required under the performance of this Agreement shall as between TTID and the Supplier be deemed to be the absolute property of TTID. TTID shall then decide how such discoveries are to be dealt with,

taking due account of the law of the country in which the works are carried out. The Supplier shall take reasonable precautions to prevent Personnel or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal notify TTID of such discovery.

#### **18. PERSONEL & SPECIFIED PERSONNEL**

- 18.1. The Consultant must remove or replace any Personnel (including Specified Personnel and subcontractors) that TTID reasonably requests be removed or replaced.
- 18.2. Where Specified Personnel have been specified Item 7, the Supplier must ensure that the Services applicable to those Specified Personnel are only performed by the Specified Personnel.
- 18.3. If the Supplier becomes aware that the Specified Personnel will cease to be engaged or employed by the Supplier (or their subcontractor) or otherwise unable to undertake the Services during the Term, it must immediately notify the TTID Representative.
- 18.4. The Supplier must keep the TTID Representative informed of steps taken to replace Specified Personnel and must act promptly and without delay to replace Specified Personnel. The replacement personnel must have commensurate skills, qualifications and experience.
- 18.5. TTID's must approve any replacement Specified Personnel.
- 18.6. TTID may terminate this Agreement pursuant to clause 30 (Termination for Convenience) if the Supplier has not appointed an approved replacement within ten (10) Business Days of the original Specified Personnel no longer being able to undertake the Services.

#### **19. SUBCONTRACTORS**

- 19.1. The Supplier must:
  - (a) not subcontract the performance of any part of its obligations under this Agreement without the prior written approval of TTID;
  - (b) ensure that any work performed by a subcontractor is in accordance with this Agreement; and
  - (c) if requested, promptly provide TTID with a copy of any subcontract relating to this Agreement.
- 19.2. TTID may impose terms and conditions when giving approval under clause 19.1(a).
- 19.3. Subcontracting any part of, or the entire Supplier's obligations under this Agreement, does not relieve the Supplier from any of its obligations under this Agreement.
- 19.4. The Supplier must ensure that any subcontract entered into by the Supplier, for the purposes of fulfilling the Supplier's obligations under this Agreement, imposes on the subcontractor the same obligations that the Supplier has under this Agreement (including this requirement in relation to subcontracts).
- 19.5. The Supplier is fully responsible for ensuring subcontractor compliance with the requirements of this Agreement.
- 19.6. The Supplier is liable for all acts and omissions of any subcontractor and subcontractor Personnel as though they were the actions of the Supplier itself.
- 19.7. The Supplier must make available to TTID and the Client (if any) the details of all subcontractors engaged to provide Goods and Services under this Agreement. The Supplier acknowledges that TTID or the client may be required to publicly disclose such information.
- 19.8. Except with the prior written authorization of TTID, the Supplier will ensure that its subcontractors do not:
  - (a) subcontract, novate, assign or otherwise dispose of any right or obligation under their subcontracts;
  - (b) subcontract, assign, transfer, pledge or make any other disposition of this Agreement, of any part of its, or of any of its rights, claims or obligations.
- 19.9. Any subcontractors identified in Item 8 of the KEY DETAILS shall be deemed to have TTID approval subject to the terms and conditions specified in this clause 19 and Item 8 of the KEY DETAILS.
- 19.10. The provisions of this clause 19 apply to any subcontractor who, in turn, requires the services of a subcontractor.

#### **20. PRICE**

- 20.1. **Price** means the price or prices specified in Item 4 of the KEY DETAILS that TTID is to pay for the Good and Services.
- 20.2. In consideration for the supply of the Goods and Services, TTID will pay the Price.
- 20.3. Unless otherwise specified in Item 4 of the KEY DETAILS, the Price is:
  - (a) exclusive of GST;
  - (b) inclusive of:
    - (i) all taxes (other than GST), duties or government charges imposed or levied in Australia or overseas in connection with this Agreement; and

(ii) costs of compliance with the Supplier's obligations and responsibilities under this Agreement.

20.4. Unless otherwise agreed by prior TTID approval in writing:

- (a) the Price (including its specified currency) is firm-fixed and is not subject to any adjustment or revision due to price or currency fluctuations, or alteration in the actual costs incurred by the Supplier in the performance of this Agreement;
- (b) TTID is under no obligation to pay anything other than the Price; and
- (c) the Supplier is not relieved of any obligation or responsibility under this Agreement by TTID refusal to pay any costs and expenses other than the Price.

## 21. TERMS OF PAYMENT

21.1. **Supplier Nominated Bank Account** means the bank account specific in Item 13 of the KEY DETAILS.

21.2. It is the Supplier's responsibility to provide TTID with complete, accurate and up-to-date information sufficient for TTID to effect payments.

21.3. TTID may deduct or set off against any money owing to the Supplier, any money owing by the Supplier to TTID.

21.4. All payments to the Supplier will be:

- (a) made to the Supplier Nominated Bank Account; and
- (b) paid in AUD \$ unless otherwise specified in Item 4 of the KEY DETAILS.

21.5. If, and whenever, the Supplier's bank account ("receiving account") most recently recorded in the TTID records as being denominated in a currency ("preferred currency") other than the currency in which the Price is denominated ("currency of payment"), then, at TTID's option, without notice of any kind to the Supplier, and in satisfaction of TTID's payment obligation, the amount to be paid may be:

- (a) converted, at its rates and upon its terms, by the bank TTID has chosen to use to effect the payment from the currency payment to the preferred currency and, as so converted, put into a recognized payments system with instructions that it be transmitted to the receiving account; or

- (b) put by the bank into a recognized payments system with instructions that be transmitted to the receiving account in the currency of payment,
- in either case entirely at the risk, cost, and expense (including in relation to taxes) of the Supplier.

21.6. Unless this Agreement states otherwise, TTID will pay the Price for Goods and Services within thirty (30) days after the following conditions have been met:

- (a) delivery and acceptance of the invoiced Goods and Services in accordance with this Agreement; and
- (b) TTID receipt of Correctly Rendered Invoice.

21.7. An invoice will be a **Correctly Rendered Invoice** if:

- (a) it complies with the requirements of this Agreement;
- (b) the invoice details all Goods and Services provided by the Supplier against the applicable Price and records the amount payable in respect of each category of Goods and Services described in this Agreement;
- (c) unless clause 21.10 applies, the total amount of GST payable by the Supplier, and for which the Supplier seeks payment from TTID in respect of the supplied Goods and Services is shown as a separate item on the Supplier's tax invoice; and
- (d) it is accompanied by documentation substantiating the amount claimed and any other such documentation reasonably required by TTID. ; and

21.8. If the Supplier wishes to be paid into an account other than the Supplier Nominated Account, the invoice must provide sufficient information to enable TTID to verify bank account details.

21.9. TTID may take all steps TTID considers reasonably necessary to verify payment details.

21.10. Where:

- (a) the Supplier has been granted an exemption from paying GST (or VAT) in another country, where either entirely or in part; or
- (b) where GST (or VAT) in another country does not apply to the Goods and Services delivered under this Agreement,

the Supplier must not include any amount on account of GST (or VAT) on the invoice.

21.11. Where:

- (a) the Supplier has not been granted an exemption from paying GST (or VAT), whether entirely or in part;

- (b) the Supplier has recovered the amount of GST (or VAT) payable in connection with its supply of Goods and Services from TTID; and
  - (c) the Supplier is subsequently granted an exemption from paying GST or received a refund of all or part of the GST (or VAT) paid in connection with the supply, the Supplier must promptly reimburse TTID the amount of the GST (or VAT) for which the Supplier is exempt or not liable.
- 21.12. If the Supplier:
- (a) fails to provide a Correctly Rendered Invoice; or
  - (b) the Suppliers performance of this Agreement is in dispute,
- TID may withhold all or part of any payment due to the Supplier under this Agreement.
- 21.13. A payment by TTID to the Supplier is not an admission of liability or to be deemed acceptance of Goods.
- 21.14. This clause 21 will survive the expiration or termination of this Agreement.

## **22. INDEMNITY**

- 22.1. The Supplier indemnifies, and undertakes to keep indemnified, TTID and its Personnel, from and against any costs, losses, damages, expenses (including legal expenses), liabilities and other outgoings of whatever kind suffered or incurred by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss, liability, damage or expense was caused or contributed in any way:
- (a) by any wrongful, unlawful or negligent act or omissions of the Supplier, or its Personnel in connection with performing this Agreement and supplying the Goods and Services;
  - (b) by or arising out of any allegation that the supply of Goods and Services infringes the Intellectual Property Rights or Moral Rights of a third-party;
  - (c) by any breach of a Supplier Warranty;
  - (d) by a Default Event or breach by the Supplier of any provision of this Agreement, including willful default;
  - (e) by any act or omission for which the Supplier is directly or indirectly responsible causing loss of, or damage to, any real or personal property owned, leased, licensed or controlled by TTID, or any real or personal property of any third party, arising out of or in connection with the performance of the Agreement; and
  - (f) by any act or omission for which the Supplier is directly or indirectly responsible causing death or personal injury (which includes illness).
- 22.2. The Supplier's liability to indemnify TTID under clause 22.1 will be reduced proportionally to the extent that TTID's negligent acts or omissions contributed to the relevant loss or liability.
- 22.3. The Supplier agrees TTID may enforce the indemnity in clause 22.1 in favour of the persons specified in clause 22.1 for the benefit of each of such persons in the name of TTID or of such persons.
- 22.4. If payment under an indemnity given under this Agreement gives rise to a liability for TTID to pay GST, the Supplier must pay and indemnify TTID against the amount of such GST.
- 22.5. This clause 22 will survive the expiration or termination of this Agreement.

## **23. INSURANCE**

- 23.1. The Supplier must procure and maintain such insurances and on such terms and conditions as a prudent supplier, providing goods and services the same or similar to the Good and Services, would procure and maintain.
- 23.2. Upon request, the Supplier must provide evidence of insurance to TTID.
- 23.3. This clause 23 will survive the expiration or termination of this Agreement.

## **24. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

- 24.1. **Confidential Information** means information disclosed by TTID or the Client (if any) to the Supplier that:
- (a) is by its nature confidential;
  - (b) is designated by TTID or the Client (if any) as confidential;
  - (c) the Supplier knows or ought to know is confidential;
  - (d) is comprised in or relates to TTID Material or Client Material;
  - (e) is included in the terms of this Agreement,
- but does not include information which:
- (f) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or
  - (g) has been independently developed or acquired by the Supplier prior to the Commencement Date, as established by written evidence.

- 24.2. The Supplier, its Personnel must not disclose or make public any Confidential Information provided by TTID or the Client (if any) without the prior written approval of TTID or the Client, as the case may be.
- 24.3. On the earlier of the expiration or termination of this Agreement, the Supplier must deliver to TTID and the Client (and not retain any copies of) all material forms of Confidential Information provided to the Supplier and allow TTID and the Client to audit its compliance with this clause.
- 24.4. The Supplier is only permitted to disclose any Confidential Information:
  - (a) to the extent required by Law or by lawful requirement of any government or governmental body, authority or agency having authority over the Supplier; or
  - (b) if required in connection with legal proceedings; or
- 24.5. TTID or the Client (if any) may at any time require the Supplier to arrange for its Personnel to give a written undertaking relating to nondisclosure of Confidential Information in a form acceptable to TTID or the Client, as the case may be.
- 24.6. The Supplier agrees and acknowledges that TTID may disclose the terms of this Agreement to third parties.

## **25. MEDIA, PUBLICITY, LOGOS & TRADEMARKS**

- 25.1. **Publish** means a communication of information on a non-confidential basis, whether in writing or orally, in any media or any form (whether now existing or invented in the future) in relation to this Agreement or the performance of this Agreement.
- 25.2. The Supplier must:
  - (a) refer any media enquiries concerning the Client (if any), TTID, the Goods and Services or this Agreement to the TTID Contract Representative as soon as reasonably practicable; and
  - (b) cooperate and provide TTID with all assistance reasonably required by TTID for the purposes of communicating with media (including provision of documents, information or publications).
- 25.3. The Supplier must not, without the prior written consent of TTID:
  - (a) except to the extent required by Law, Publish or caused to be Published any information relating to this Agreement or the performance of this Agreement; and
  - (b) unless otherwise required or authorised under pursuant to this Agreement, use any logo or registered trademark of the Client (if any), TTID, or a TTID Related Body Corporate.
- 25.4. TTID may place conditions on any consent provided pursuant to clause 25.3.
- 25.5. The Supplier agrees TTID may Publish or otherwise make public the Supplier's name and address as well as basic information regarding this Agreement, including the amount of the Agreement.
- 25.6. This clause 25 will survive the expiration or termination of this Agreement.

## **26. RECORD KEEPING AND MANAGEMENT**

- 26.1. The Supplier must:
  - (a) maintain proper business and accounting records;
  - (b) keep copies of all certifications, licenses and records confirming compliance with any other regulatory requirements, relating to the supply of the Goods and Services and the performance of this Agreement including records;
  - (c) keep records that enable the amounts payable by the TTID under this Agreement to be determined and verified, including any pass-through costs or reimbursable expenses; and
  - (d) confirming compliance with all applicable regulatory requirements or Australian or international standards.
- 26.2. The Supplier must not transfer, or permit the transfer of custody or ownership, to allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Commonwealth;
- 26.3. All Commonwealth records, including those held by subcontractors, must be protected at all times from unauthorized access or use by third parties, misuse damage or destruction. Commonwealth records must be retained for the periods set out in the *Archives Act 1983* (Cth) or delivered to the Commonwealth after the finalization of this Agreement as directed by the Commonwealth.
- 26.4. The Supplier must ensure that it keeps all records relating to this Agreement in accordance with any applicable regulatory or statutory requirements and in any event for a period of at least seven (7) years after the expiration or earlier termination of this Agreement.
- 26.5. The Supplier acknowledges that unauthorized disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Crimes Act 1914*) contains provisions relating to the protection of prescribed official information and sets out the penalties for the unauthorized disclosure of that information.
- 26.6. This clause 26 will survive the expiration or termination of this Agreement.

## **27. AUDIT, ACCESS TO SUPPLIER'S PREMISES AND RECORDS**

- 27.1. The Supplier must maintain and ensure its subcontractors maintain proper business and accounting records relating to the supply of the Goods and Services and performance of this Agreement.
- 27.2. The Supplier agrees to provide to TTID, or its nominee, access to the Supplier's or its subcontractors premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with this Agreement or any review of the Supplier's or TTID's performance under this Agreement, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- 27.3. Unless the access is required for an urgent purpose, TTID will provide reasonable prior notice to the Supplier.
- 27.4. If requested by the Supplier, TTID will reimburse the Supplier's substantiated reasonable costs for complying with TTID's requests, unless access is required for the purposes of a criminal investigation into the Supplier, its officers, employees, agents, or subcontractors.
- 27.5. The supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of TTID. All Commonwealth records, including any held by subcontractors, must be returned to TTID at the conclusion of this Agreement.
- 27.6. During any audit, the Supplier will (unless requested in writing by TTID not to do so) continue the performance of this Agreement.
- 27.7. This clause 27 will survive the expiration or termination of this Agreement.

## **28. NOTIFICATION OF SIGNIFICANT EVENTS**

### **28.1. Significant Event** means:

- (a) any adverse comments or finding made by a court, commission, tribunal or other statutory or professional body regarding the conduct of performance of the Supplier or its Personnel that impacts or could reasonably be perceived to impact on their professional capacity, capability, fitness or reputation, or
  - (b) any other significant matters, including commencement of legal, regulatory or disciplinary action involving the Supplier or its Personnel, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 28.2. The Supplier must immediately issue the customer a notice on becoming aware of a Significant Event.
  - 28.3. The notice issues under clause 28.2 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other Personnel engaged in connection with Goods and Services were involved.
  - 28.4. TTID may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Supplier must issue a notice under clause 28.2 in relation to the event within three (3) Business Days of being notified by TTID.
  - 28.5. Where reasonably requested by TTID, the Supplier must provide TTID with any additional information regarding the Significant Event within three (3) Business Days of the request.
  - 28.6. If requested by TTID, the Supplier must prepare a draft remediation plan and submit that draft plan to the TTID Representative for approval within (10) Business Days of the request.
  - 28.7. A draft remediation plan prepared by the Supplier under clause 28.6 must include the following information:
    - (a) how the Supplier will address the Significant Event in the context of the Goods and Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and Services or compliance by the Supplier with its other obligations under this Agreement, and
    - (b) how the Supplier will ensure events similar to the Significant Event do not occur again; and
    - (c) any other material reasonably requested by TTID.
  - 28.8. TTID will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by TTID and resubmit the draft remediation plan to TTID for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by TTID. This clause 28.8 will apply to any resubmitted draft remediation plan.
  - 28.9. Without limiting its other obligations this Agreement, the Supplier must comply with the remediation plan as approved by TTID. The Supplier agrees to provide reports and other

information about the Supplier's progress in implementing the remediation plan as reasonably requested by TTID.

- 28.10. A failure by the Supplier to comply with its obligations under this clause 28 will be a Default Event for the purposes of clause 29 (Termination for Default). TTID's rights under this clause 28 are in addition to and do not otherwise limit any other rights TTID may have under this Agreement. The performance by the Supplier of its obligations under this clause 28 will be at no additional cost to TTID.

## **29. TERMINATION FOR DEFAULT**

- 29.1. At any time after a Default Event occurs, TTID may, at its absolute and sole discretion, terminate this Agreement with immediate effect by giving notice in writing to the Supplier.
- 29.2. A **Default Event** will be taken to have occurred if:
- (a) the Supplier fails to start providing the Services by the Commencement Date;
  - (b) the Supplier is found to have made a willful or fraudulent misrepresentation on the making of or performance of this Agreement, regardless of when the misrepresentation is discovered;
  - (c) in the reasonable opinion of TTID, the Supplier:
    - (i) has failed to proceed at a rate likely to achieve completion and/or delivery any of the Goods and Services by applicable Delivery Dates;
    - (ii) has ceased or threatened to cease to carry on its business;
    - (iii) has ceased or threatened to cease the supply of any Goods and Services required to be supplied under this Agreement; or
    - (iv) will not deliver Complying Goods;
  - (d) the Supplier fails to deliver any Goods and Services within ten (10) Business Days of any applicable Delivery Date;
  - (e) the Supplier fails to:
    - (i) provide and pay for any insurance required under clause 23; or
    - (ii) provide, upon the request of TTID, with proof of any insurance;
  - (f) the Supplier fails to comply with any integrity and safeguarding requirement provided for in Part 3 of this Agreement;
  - (g) the Supplier breaches clause 28 (Notification of Significant Events);
  - (h) the Supplier commits a breach of this Agreement which is not, in the opinion of TTID, capable of rectification;
  - (i) the Supplier breaches this Agreement where such breach is, in the opinion of TTID, capable of rectification and the Supplier does not rectify the breach within ten (10) Business Days after receiving notice from TTID requiring rectification;
  - (j) any step taken to enter into any arrangement between the Supplier and the Supplier's creditors;
  - (k) the Supplier ceases to be able to pay the Supplier's debts as they become due;
  - (l) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Supplier's assets or business;
  - (m) the Supplier suffers a change in Control where the TTID (acting reasonably) has not consented to the change in Control;
  - (n) a delay or failure of the Supplier to perform its obligations which exceed the forty five (45) days due to a Force Majeure Event; or
  - (o) the Supplier goes on a List
- 29.3. Where, before termination of this Agreement under this clause , TTID has made a payment to the Supplier in advance of Services performed or Goods delivered, the Supplier must upon termination repay that amount to TTID. If not so paid, the amount is recoverable by TTID from the Supplier as a debt.
- 29.4. If this Agreement is termination under this clause 26:
- (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;
  - (c) the Supplier must comply with all obligations in this Agreement relating to Confidential Information; and
  - (d) the Supplier indemnifies TTID in respect of any additional costs TTID in procuring similar Goods and Services from another supplier.
- 29.5. On termination of this agreement under this clause 26, the Supplier must:
- (a) stop work on the supply of Goods and Services;

- (b) deal with TTID Material and Agreement Material as reasonably requested by TTID; and
- (c) return all TTID's Confidential Information to TTID.

### **30. TERMINATION OR REDUCTION FOR CONVENIENCE**

- 30.1. In addition to any other rights it has under this Agreement, TTID may at any time, by written notice, terminate this Agreement or reduce the scope or quantity of the Goods and Services.
- 30.2. The effective date of termination or reduction of scope is the date the notice given pursuant to clause 30.1 is received in accordance with clause 12.2.
- 30.3. Upon a notice being given under clause 30.1, the Supplier must:
  - (a) if the notice is a full termination, stop work, and if it is not a full termination, cease or reduce work according to the tenor of the notice;
  - (b) immediately do everything possible to avoid and mitigate or minimize any losses resulting from the termination (including in relation to Service Provider subcontractors) and to protect TTID Material and Confidential Information (including in relation to TTID Material and TTID Confidential Information provided to Service Provider subcontractors); and
  - (c) continue to work on Goods or Services not affected by the notice.
- 30.4. If TTID terminates this Agreement under this clause 30, TTID will only be liable to the Supplier for the following loss or damage incurred by the Supplier as a direct consequence of such termination and only to the extent they can be substantiated and were unable to be avoided or mitigated:
  - (a) payment of Prices for Goods and Services performed before the effective date of termination, provided those Goods and Services performed have been performed in accordance with this Agreement and the Supplier is not otherwise in breach of this Agreement; and
  - (b) excluding all other loss or damage, including the cost of redundancies the costs of terminating any subcontractors, loss of profits and all other forms of expectation or prospective loss.
- 30.5. In the event of partial termination, TTID's liability to pay Prices, in the absence of agreement to the contrary, will abate proportionately to the reduction in the Goods and Services and the meeting of Delivery Dates.
- 30.6. TTID is not obliged to make any further payments to the Supplier (whether under this Agreement, at law or in equity) if TTID exercises its rights under this clause 30 except as expressly provided under this clause 30.

### **31. SUSPENSION of SERVICES**

- 31.1. TTID may, acting reasonably, direct the Supplier to suspend provision of any Goods and Services for such time as TTID thinks fit, by providing a notice setting out:
  - (a) the reason(s) for suspension; and
  - (b) the anticipated length of suspension (if known).
- 31.2. On receipt of a direction to suspend given pursuant to clause 31.1, the Supplier must:
  - (a) comply with that direction as soon as practicable; and
  - (b) and take all reasonable steps to mitigate any losses or damage to Goods arising out of the suspension.
- 31.3. TTID may at any time give the Supplier a written notice to resume performing any suspended supply of Goods and Services, in which case the Supplier must do so as soon as practicable after the date of the notice.
- 31.4. Any cost incurred by the Supplier by reason of a suspension under this clause 31 must be borne by the Supplier unless the suspension is needed due to an act or omission by TTID, its employees, consultants or agents, or is solely for TTID's convenience, in which case TTID must pay the Supplier any extra costs reasonably and necessarily incurred by the Supplier as a result of the suspension, as reasonably determined by TTID.
- 31.5. TTID is not liable for, or in connection with, (and the Supplier must not make) any loss, claim or demand in connection with any suspension except under clause 31.4.

### **32. TRANSITION IN**

- 32.1. The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and Services from any outgoing supplier to the Supplier.

### **33. TRANSITION OUT**

- 33.1. If this Agreement, in part or in whole, expires, is terminated, assigned or novated, the Supplier must comply with any reasonable Directions given by TTID in order to facilitate smooth transition of the provision of Goods and Services to TTID or to another supplier nominated by TTID.
- 33.2. This clause 33 will survive the expiration or termination of this Agreement.

### **34. FORCE MAJEURE EVENT**

- 34.1. **Force Majeure Event** means any event which is not within the reasonable control of the party affected, for example, an epidemic, act of God, fire, lightening, earthquake, explosion, flood,

subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind, but does not include any act or omission of the party affected (including any of their subcontractors).

- 34.2. A party (the "Non-Performing Party") will not be liable to the other party in respect of the consequences of any non-compliance with its obligations under this Agreement if and to the extent such non-compliance is caused by a Force Majeure Event, provided the non-performing party:
- (a) is without fault in causing the Force Majeure Event or resulting non-compliance;
  - (b) could not have been prevented or reasonably circumvented the Force Majeure Event or resulting non-compliance by taking reasonable precautions, or through the use of alternative sources, work-around plans and other means;
  - (c) as soon as practicable, notified the other party of the Force Majeure Event and details of any non-compliance;
  - (d) continues to use its best endeavors to recommence performance whenever and to whatever extent possible without delay; and
  - (e) keeps the other party informed of steps taken to address the non-compliance.
- 34.3. Without limiting TTID's right to terminate pursuant to clause 25.6 (Termination for Default), during any period in which the Supplier is not performing obligations because of a Force Majeure Event, TTID:
- (a) is relieved from the obligation to pay the Supplier to the extent that the Supplier has not performed its obligations in accordance with this Agreement; and
  - (b) may (but need not) make alternative arrangement for the performance of this Agreement or supply of the Goods and Services, whether by another person or otherwise.

### **35. DISPUTE RESOLUTION**

- 35.1. Except in relation to proceedings seeking interlocutory relief or a declaration, a party must not start court proceedings about a dispute arising out of this Agreement unless it has complied with this clause 35.
- 35.2. A party claiming that a dispute has arisen must notify the other party's Escalation Manager giving details of the dispute ("Notification").
- 35.3. On receipt of a Notification, each party must negotiate in good faith to resolve the dispute and, if necessary to resolve the dispute, involve the relevant senior officers of the parties directly in those negotiations.
- 35.4. If a dispute is not resolved within thirty (30) Business Days (or longer period as agreed between the parties), the parties agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
- 35.5. 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 thirty (30) Business Days, then either party may commence legal proceedings.
- 35.6. Notwithstanding the existence of any dispute between the parties, the Supplier and its Personnel must continue to comply with its obligations under this Agreement.
- 35.7. This clause 35 will survive the expiration or termination of this Agreement.

### **36. GOVERNING LAW**

- 36.1. This Agreement is:
- (a) deemed to have been made, executed, and delivered in South Australia;
  - (b) to be construed and interpreted in accordance with laws of South Australia; and
  - (c) governed and enforced by the laws of South Australia.
- 36.2. The parties unconditionally submit to the exclusive jurisdiction of South Australia and agree that the courts of South Australia are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.
- 36.3. If a party is a foreign entity, the United Nations Convention on Contracts for the International Sale of Goods does not apply for the purposes of this Agreement.
- 36.4. This clause 36 will survive the expiration or termination of this Agreement.

### **37. NO WAIVER**

- 37.1. Failure by either party to enforce a provision of this Agreement will not be construed as in any way affecting the enforceability of that provision, or the Agreement as a whole.
- 37.2. This clause 37.2 will survive the expiration or termination of this Agreement.

### **38. ASSIGNMENT AND NOVATION**

- 38.1. The Supplier agrees that TTID may, without requiring any further agreement or consent from the Supplier, 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 TTID Related Body Corporate;
  - (b) the Client (if any);
  - (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.
- 38.2. For the purposes of giving effect to clause 38.1. the Supplier 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.
- 38.3. The Supplier acknowledges and agrees that:
- (a) TTID 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 consents from the Supplier;
  - (b) by entering into this Agreement, the Supplier has acknowledged and accepted that TTID can assign or novate this Agreement in accordance with this clause 35.7 without the Supplier'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 Supplier and the Client or the Sovereign Nation.
- 38.4. The Supplier 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 TTID. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on TTID.

### **39. RELATIONSHIP**

- 39.1. This Agreement does not create a relationship of employment, agency or partnership between the parties. The relationship of TTID and the Supplier under this Agreement is one of principal and independent contractor.
- 39.2. The Supplier will neither seek nor accept instructions from any party other than TTID in connection with the performance of its obligations under this Agreement.
- 39.3. The Supplier must not represent itself as having any authority to act on behalf of the other party or to bind the other party to any course of action.
- 39.4. The Supplier must not, and must ensure its Personnel do not, represent themselves as being employees, partners or agents of TTID or the Client (if any).
- 39.5. Each party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 39.6. In all dealings related to this Agreement, the parties agree to:
- (a) communicate openly with each other and cooperate in achieving the Agreement objectives;
  - (b) act honestly and ethically;
  - (c) comply with reasonable commercial standards of fair conduct;
  - (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
  - (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

### **40. NON-COMPETE**

- 40.1. During the term of this Agreement, the Supplier must not seek to contract, or bid for, any work the subject matter of the agreement between TTID and the Client (if any) to which this Agreement pertains.

### **41. TTID MAY USE OTHER SUPPLIERS**

- 41.1. This Agreement is entered into on a non-exclusive basis. TTID may purchase from other suppliers Goods and Services the same or similar to the Goods and Services in this Agreement.

### **42. FURTHER ASSURANCES**

- 42.1. 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.

### **43. AMENDMENT**

- 43.1. Except to the extent expressly permitted by the terms of this Agreement, this Agreement may only be amended by another written agreement executed by the parties.

### **44. ELECTRONIC SIGNATURE & COUNTERPARTS**

- 44.1. Each party agrees 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.
- 44.2. This Agreement and any amendment made pursuant to clause 43, 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).

#### **45. ENTIRE AGREEMENT**

- 45.1. This Agreement contains the entire agreement of the parties as to its subject matter.
- 45.2. Unless otherwise explicitly incorporated by reference, this Agreement supersedes all previous proposals, verbal or written arrangements or agreements, and any other communications by one or both parties relating to this Agreement.
- 45.3. This Agreement sets out the only representations and warranties relied upon by the parties when entering into this Agreement.

#### **46. BANK GUARANTEE**

- 46.1. If an amount for a Bank Guarantee is specified in Item 15 of the KEY DETAILS, the Supplier must provide the Bank Guarantee in accordance with this clause 46.
- 46.2. The Bank Guarantee shall be:
- (a) in the amount specified in Item 15 of the KEY DETAILS;
  - (b) from a reputable banking institution;
  - (c) in a form approved by Tetra Tech; and
  - (d) provided within 15 Business Days of execution of this Agreement.
- 46.3. Upon receipt of a Bank Guarantee supplied in accordance with clause 46.2, Tetra Tech will pay the Supplier the up-front amount specified in Item 15 of the KEY DETAILS.
- 46.4. Tetra Tech has recourse to the Bank Guarantee where:
- (a) Tetra Tech has become entitled to exercise a right under clause 46.5;
  - (b) Tetra Tech has given the Supplier 5 Business Days notice of its intention to have recourse to the Bank Guarantee; and
  - (c) 5 Business Days has elapsed since the notice was given.
- 46.5. Tetra Tech may, at any time and without notice, have recourse in good faith to the Bank Guarantee when:
- (a) Tetra Tech has a right to do so under this Agreement;
  - (b) Tetra Tech has or asserts an entitlement to payment of money (including by way of set off) by the Supplier in connection with this Agreement, or otherwise at law;
  - (c) Tetra Tech asserts the Supplier is in material breach of its obligations under this Agreement;
  - (d) the Supplier is insolvent;
  - (e) this Agreement is terminated for any reason and the value of the Goods and/or Services to be performed or supplied (as applicable) at the date of termination (as determined by Tetra Tech) is less than the value of the up-front payment made under clause 46.3.
- 46.6. If Tetra Tech has not exercised any rights of recourse in relation to the Bank Guarantee. Tetra Tech shall release the Bank Guarantee 10 Business Days after Practical Completion.
- 46.7. For the purposes of this Agreement, **Practical Completion** means
- (a) for Goods, Tetra Tech acceptance of the Goods in accordance with clause 6;
  - (b) for Services:
    - (i) the Services are completed except for minor omissions and minor defects;
    - (ii) which do not prevent the equipment, machinery, or installation the subject of the Services being used for their Intended Purposes;
    - (iii) which Tetra Tech determined the Supplier has reasonable grounds for not promptly rectifying;
    - (iv) the rectification of which will not prejudice the occupation and convenient use of the equipment, machinery, or installation the subject of the Services;
  - (c) all tests and commissioning which are required by this Agreement to be carried out and passed before the Services reach Practical Completion have been carried out and passed to the satisfaction of Tetra Tech;
  - (d) the Supplier has supplied all documents, warranties, manuals, guarantees and other information required under this Agreement or reasonably requested by Tetra Tech which, in the reasonable opinion of Tetra Tech International Development, are essential for the use, operations and maintenance of the equipment, machinery, or installation the subject of the Services;

- (e) without limiting subclause (c) , all supplier warranties, instruction manuals and other documents and records necessary in the reasonable opinion of Tetra Tech for the use or operation of the equipment, machinery, or installation the subject of the Services by any local authority or body corporate, have been provided to Tetra Tech;
- (f) all relevant equipment and services have been commissioned, all temporary works or other evidence of the Supplier's presence on site have been dismantled and removed, and all public infrastructure has been made good;
- (g) all certificates, licenses, approvals and authorities that are necessary to allow the equipment, machinery, or installation the subject of the Services to be used for their Intended Purpose have been issued; and
- (h) the conditions precedent to Practical Completion Item 15 of the KEY DETAILS and otherwise stated in this Agreement have been achieved.

#### 47. DEFINITIONS

47.1. In this Agreement:

- **Acceptance Date** has the meaning given in clause 6.1.
- **Acceptance Test Period** has the meaning given to it in clause 6.2.
- **Activity Risk Management Plan** has the meaning given to it in clause 11.1.
- **Agreement** has the meaning given to it in clause 1 of PART 1: PARTIES & KEY DETAILS.
- **Agreement Material** means any Material created in the performance of this Agreement.
- **Client** means the person, organization, entity, or government specified in Item 1 of the KEY DETAILS.
- **Business Day** means any day that is not a Saturday or Sunday or a public holiday in either the State of South Australia or the Partner Country.
- **Commencement Date** means the date specified in Item 1 of the KEY DETAILS.
- **Commonwealth** means the Commonwealth of Australia.
- **Completion Date** means the date specified in Item 1 of the KEY DETAILS.
- **Compliance Test** has the meaning given to it in clause 6.3.
- **Complying Goods** has the meaning given in clause 4.1.
- **Confidential Information** has the meaning given to it in clause 24.1.
- **Control** 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.
- **Correctly Rendered Invoice** means an invoice that complies with the requirements of clause 21.7.
- **Default Event** has the meaning given to it in clause 29.2.
- **Delivery Dates** means the delivery dates specified Item 4 of the KEY DETAILS.
- **Delivery Points** means the delivery points specified in Item 5 of the KEY DETAILS.
- **Direction** means any agreement, approval, assessment, authorization, decision, determination, explanation, instructions, order, permission, rejection, request or requirement given or made by TTID in relation to supply of the Goods or Services and performance of this Agreement.
- **DFAT** means the Australian Government's Department of Foreign Affairs and Trade.
- **Direction** means any agreement, approval, assessment, authorization, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by TTID.
- **Escalation Manager** means a person nominated to be a party's escalation manager in Item 2 of the KEY DETAILS.
- **Ethics, Integrity and Professional Standards Manual** means the Ethics, Integrity and Professional Standards Manual published by DFAT from time-to-time, which is available at the time of entering into this Agreement at: [www.dfat.gov.au/about-us/publications/corporate/ethics-integrity-and-professional-standards-policy-manual](http://www.dfat.gov.au/about-us/publications/corporate/ethics-integrity-and-professional-standards-policy-manual)
- **Force Majeure Event** has the meaning given to it in clause 34.1.
- **Goods** means the goods described in Item 3 of the KEY DETAILS that the Supplier is required to supply to TTID under the terms of this Agreement.
- **GST** means goods and services tax or value added tax whether imposed in Australia or elsewhere, but does not include any related fines, interest or penalties.
- **Installation Points** means the installation points specified in Item 5 of the KEY DETAILS.
- **Intended Purpose** means the intended purpose specified in Item 15 of the KEY DETAILS.

- **IP Rights** means all intellectual property rights, including:
  - (a) patents, plant breeder's rights, copyright, rights in circuit layouts, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
  - (b) any application or right to apply for registration of the rights referred to in (a) above, but for the avoidance of doubt excludes Moral Rights and performer's rights.
- **KEY DETAILS** means the part of this Agreement that falls under the heading KEY DETAILS in Part 1 of this Agreement.
- **Law** means all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders, and proclamations.
- **List** means:
  - (a) The list of terrorist organisations made under Division 102 of the *Criminal Code Act 1995* (Cth) and the *Charter of United Nations Act 1945* (Cth);
  - (b) the list of organisations maintained by the World Bank of "Ineligible Firms and Individuals"; and
  - (c) any list similar to the World Bank List maintained by any other donor of development funding, including, but not limited to:
    - a. the Asian Development Bank Sanctions List, accessed at: [lnadbg4.adb.org/oga0009p.nsf](http://lnadbg4.adb.org/oga0009p.nsf); and
    - b. the DFAT Consolidated List of sanctions, accessed at: <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>
- **Material** means any thing in any form, stored by any means, including:
  - (a) property, including equipment and prototypes;
  - (b) information, including know-how, Data, methods, processes, techniques, algorithms, methodology, systems, code, software, findings and conclusions;
  - (c) documents, including any reports, user manuals, user guides, operations manuals, specifications, training materials, instructions, and
  - (d) the subject matter of IP Rights,
 but does not include Goods.
- **Mode of Delivery** means the modes of delivery specified in Item 5 of the KEY DETAILS.
- **Moral Rights** has the meaning given to it in clause 16.1.
- **Partner Country** means the country specified in Item 1 of the KEY DETAILS.
- **Performance Criteria** means the performance criteria specified in Item 11 of the KEY DETAILS.
- **Personnel** means any employee, officer, agent, or professional adviser of a party, including that party's Representative and any subcontractor engaged by that Supplier.
- **Practical Completion** has the meaning given in clause 46.7.
- **Price** has the meaning given to it in clause 20.1.
- **Publish** has the meaning given to it in clause 25.1.
- **Related Body Corporate** has the meaning attributed to it in the *Corporations Act 2001* (Cth).
- **Representative** means a person nominated to represent a party in Item 2 of the KEY DETAILS.
- **Services** means the services described in Item 3 of the KEY DETAILS that the Supplier is required to supply to TTID under the terms of this Agreement.
- **Significant Event** has the meaning given in clause 28.1.
- **SPECIAL CONDITIONS** means the special conditions specified in Item 14 of the KEY DETAILS.
- **Specifications** means the specification specified in Item 6 of the KEY DETAILS.
- **Specified Personnel** means the Personnel specified in Item 7 of the KEY DETAILS.
- **Supplier** means the party identified as the supplier in PART 1 of this Agreement.
- **Supplier Nominated Bank Account** has the meaning given in clause 21.1.
- **Supplier Warranties** means the warranties given in clause 5.
- **Supplier's Representative** means the person specified as the Supplier representative in Item 2 of the KEY DETAILS.
- **Termination Date** has the meaning given to it in clause 1.2.
- **TTID** means Tetra Tech International Development Pty Ltd.
- **TTID Material** means any Material that TTID has provided to the Supplier for the purposes of, or in connection with, this Agreement (including Client Material).
- **TTID's Representative** means the person specified as the Tetra Tech International Development representative in Item 2 of the KEY DETAILS.

- **Variation** has the meaning given to it in clause 14.1.
- **Warrant Period** means the warranty periods specified in Item 10 of the KEY DETAILS and if no period is specified, the later of:
  - (a) 2 years; or
  - (b) any other representation the Supplier has made in writing about the period applicable to a warranty.

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#### **48. INTERPRETATION**

48.1. In this Agreement, unless context requires otherwise:

- (a) a reference to a clause number is a reference to the clause number in the Part of this Agreement in which such reference is made;
- (b) a reference to a clause number includes its subclauses;
- (c) the singular includes the plural and vice versa;
- (d) gender includes every other gender;
- (e) words referring to individuals include corporations, unincorporated associations, partnership, trust and joint ventures;
- (f) a reference to a party includes that party's administrators, successors and permitted assigns;
- (g) where a day on which something is to be done is not a Business Day, that thing may be done on or by the next Business Day;
- (h) a reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) the meaning of general words is not limited by specific examples introduced by "including", "for example", or similar expressions;
- (j) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (k) the word "or" is not exclusive; and
- (l) no provision of this Agreement will be construed adversely to a party on the ground that such party was responsible for the preparation of this Agreement or that provision;

48.2. The original of this Agreement is the English version and it shall govern the interpretation of this Agreement and prevail over any translations.

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## PART 3: INTEGRITY & ACCOUNTABILITY, SAFEGUARDING & RISK MANGEMENT, POLICY & PROCEDURE

(Conflicts of interest and auditing Data – collision see ILO cl.12)).

### 7. Definitions

- 7.1 **Business Day** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS.
- 7.2 **Client** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS.
- 7.3 **Commonwealth Government** means the Commonwealth Government of Australia.
- 7.4 **Conflicts of Interest** means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or subcontractors could improperly influence the Supplier's performance of this Agreement as relevant (including conflicts of interests with the Client).
- 7.5 **DFAT** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS.
- 7.6 Eligible Data Breach means 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).
- 7.7 **Fraud** means any act of dishonestly obtaining a benefit or causing a loss by deception or other means including: theft; obtaining property, a financial advantage or any other benefit by deception; causing a loss, or avoiding or creating a liability by deception; providing false or misleading information, or failing to provide information where there is an obligation to do so; making, using or possessing forged or falsified documents; bribery, corruption or abuse of position; unlawful use of computers, vehicles, telephones and other property or services; divulging confidential information to outside sources; hacking into, or interfering with computer systems; any offences of a like nature to those listed above; and includes alleged, attempted, suspected or detected fraud including.
- 7.8 **Law** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS.
- 7.9 **List of Ineligible Firms** means:
- (a) the lists of terrorist organisations made under Division 102 of the *Criminal Code Act 1995* (Cth) and the *Charter of the United Nations Act 1945* (Cth) posted at:  
<https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>;
  - (b) the list of organisations maintained by the World Bank of "Ineligible Firms and Individuals" posted at:  
<http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984> ('**World Bank List**'); and
  - (c) any list similar to the World Bank List maintained by any other donor of development funding, including, but not limited to:
    - i. the Asian Development Bank Sanctions List, accessed at:  
<Inadbg4.adb.org/oga0009p.nsf>; and
    - ii. the DFAT Consolidated List of sanctions, accessed at:  
<https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>
- 7.10 **Material** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS.
- 7.11 **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.
- 7.12 **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 Supplier from time to time with respect to reporting on or addressing the risks of modern slavery, including business operations and supply chains with respect to related purposes.

- 7.13 **Partner Country** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS.
- 7.14 **Personnel** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS.
- 7.15 **Personal Information** means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).
- 7.16 **Relevant List** 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).
- 7.17 **Supplier** has the same meaning given to it in Part 2: GENERAL TERMS & CONDITIONS
- 7.18 **WHS Legislation** means any Law dealing with workplace work, health and safety.
- 7.19 **World Bank List means** the list of organisations maintained by the World Bank of “Ineligible Firms and Individuals” posted at:  
<http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

## A: INTEGRITY & ACCOUNTABILITY

### 8. CONFLICTS OF INTEREST

- 8.1 The Supplier warrants that, other than as previously declared in writing to TTID at the commencement of this Agreement, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under this Agreement.
- 8.2 At any time during the term of this Agreement, TTID may require the Supplier to execute a Conflicts of Interest declaration in the form specified by TTID.
- 8.3 As soon as the **Supplier** becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of this Agreement, the Supplier will:
- (a) Immediately report it to TTID;
  - (b) Provide TTID with a written report setting out all relevant information within three (3) Business Days; and
  - (c) Comply with all reasonable requirement notified by TTID relating to the Conflict of Interest.
- 8.4 If the Supplier fails to notify the Supplier as set out in this clause or does not comply with TTID's reasonable requirements to resolve or manage Conflicts of Interest, TTID may terminate or reduce the scope of this Agreement in accordance with this Agreement.

### 9. PUBLIC INTEREST DISCLOSURE

- 9.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- 9.2 Information for disclosure is available at: <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>

## 10. **NATIONAL ANT-CORRUPTION COMMISSION ACT 2022 (CTH) REQUIREMENTS**

- 10.1 The Supplier acknowledges that in providing the Goods and Services to TTID under this Agreement, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022 (Cth)* (NACC Act).
- 10.2 The Supplier must comply with any reasonable request, policy or direction issued by the Commonwealth and otherwise cooperate with Commonwealth in relation to any action taken by the Commonwealth required or authorised by the NACC Act.

## 11. **FRAUD & ANTI-CORRUPTION**

- 11.1 The Supplier 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.
- 11.2 The Supplier must ensure that its Personnel are responsible and accountable to the Supplier for preventing and **reporting** any Fraud as part of their routine responsibilities.
- 11.3 If the Supplier becomes aware of a Fraud, it must report the matter to Tetra Tech International Development in **writing** as soon as reasonably possible, and in any event, within five (5) Business Days of becoming aware of such event. The written report to Tetra Tech International Development must be signed by a Supplier 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 Supplier.
- 11.4 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 2, the Supplier must provide all reasonable assistance that may be required at its own expense.
- 11.5 The Supplier **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 third party, in relation to the execution of this Agreement.
- 11.6 To the extent applicable to delivery of the Goods & Services the subject of this Agreement, the Supplier represents that in execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery and anti-fraud laws and regulations, including without limitation, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act.

## 12. **PERSONAL INFORMATION**

- 12.1 The Supplier agrees to provide TTID, or its nominee, relevant information (including personal information) relating to the Supplier and its Personnel, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to this Agreement.
- 12.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- 12.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

## 13. **PERFORMANCE ASSESSMENT**

- 13.1 The Supplier agrees that the Client or Tetra Tech International Development may issue, in relation to this Agreement:
- (a) a Partner Performance Assessment; or
  - (b) Supplier key personnel performance assessments.
- 13.2 The Supplier will sign and return the Partner Performance Assessment together with any response within 15 days of receipt and will ensure that the Supplier key personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

## 14. **CRIMINAL CODE**

- 14.1 The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- 14.2 The Supplier must ensure that its Personnel engaged in connection with this Agreement are aware of the information contained in this clause.

## 15. **TAXATION**

- 15.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

# **B: SAFEGUARDING & RISK MANAGEMENT**

## 16. **PRIVACY ACT 1988 (CTH) REQUIREMENTS**

- 16.1 In providing the Goods and Services, the Supplier agrees to comply, and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by TTID would breach an Australian Privacy Principle, as defined in the *Privacy Act 1988* (Cth).

## 17. **NOTIFIABLE DATA BREACHES**

- 17.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Agreement, the Supplier must:
- (a) immediately report it to TTID and provide a written report within three (3) Business Days; and

- (b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).

17.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to this Agreement, the Supplier must:

- (a) causing serious harm to any individual to whom the Personal Information relates;
- (b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
- (c) take any other action as reasonably directed by TTID.

## 18. **WORK HEALTH AND SAFETY**

18.1 In Carrying out the Services the Supplier must:

- (a) comply, and ensure that any subcontractor, subconsultant comply, with all Laws, 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 Supplier, and workers whose activities in carrying out work are influenced or directed by the Supplier, 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 Supplier (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.

## 19. **SECURITY AND SAFETY**

19.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Commonwealth or TTID or of which the Supplier is or should reasonably be aware. The Supplier must ensure that its Personnel are aware of, and comply with, such security and safety requirements.

19.2 If directed by the Commonwealth or TTID, the Supplier and its Personnel are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.

19.3 The Supplier must ensure that all information, Material and property provided by the Supplier for the purposes of this Agreement is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Commonwealth or TTID.

19.4 The Supplier acknowledged that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provision relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

## 20. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

20.1 The Supplier must either:

- (a) develop and implement a written policy and procedure that sets out how the Supplier will work to prevent sexual exploitation, abuse and harassment (“**PSEAH**”) policy that includes the requirements set out in clause 6.2.
- (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 Supplier is engaged to perform.

20.2 If clause 6.1(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 Supplier’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>.

20.3 If the Supplier is authorised to engage third party Personnel to perform the Services, the Supplier 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 Supplier’s PSEAH Policy, to the extent relevant to any services or other services the Subcontractor is engaged to perform.

## 21. CHILD PROTECTION

21.1 The Supplier must develop and implement arrangements for effective safeguarding of children (“**Child Protection Framework**”) that includes all relevant requirements set out in clause 37.2, to the extent relevant to the services the Supplier is engaged to perform.

21.2 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 Supplier 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.

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

## 22. COUNTER-TERRORISM

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

- (a) organisations and/or individuals associated with terrorism, and
- (b) organisations and/or individuals on a List of Ineligible Firms;
- (c) 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.

## 23. MODERN SLAVERY

23.1 The Supplier warrants and agrees that:

- (a) it has not engaged, and will not engage, in any Modern Slavery practices;
- (b) it complies with and will continue to comply with Modern Slavery Laws;
- (c) it has investigated the risk of Modern Slavery within its operations, and those of its supply chain;
- (d) it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and, where required, remediation programs;
- (e) it will ensure that no recruitment fees or related costs are charged to, or otherwise borne by, any worker it engages, including any entities it engages where such entities are individuals.
- (f) it will not destroy or exclusively possess (without informed consent), whether permanently or otherwise, the travel or identity documents of its directors, officers, employees or engaged entities, where such entities are individuals;
- (g) it will, as soon as possible, notify Tetra Tech International Development in writing of any confirmed instances of Modern Slavery arising directly or indirectly in relation to this Agreement or the Project and the actions undertaken by it to remedy the issue;
- (h) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 24.1(a) to (i);
- (i) it will include provisions equivalent to those in clauses 24.1(a) to (h) in its contracts with its subcontractors, to the extent relevant to the services to be performed by the subcontractor.

23.2 The Supplier 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 Tetra Tech International Development to enable Tetra Tech International Development to discharge any obligations arising under the Modern Slavery Laws.

23.3 The Supplier 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 Supplier to comply with its obligations under this clause 24.

## C: POLICY & PROCEDURE, CODE of CONDUCT

- 23.4 The Supplier 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.
- 23.5 The Supplier must abide by any policies and procedures that Tetra Tech International Development requires, as varied from time to time.
- 23.6 The Supplier must comply with the Tetra Tech Code of Conduct attached at Attachment A.
- 23.7 The Supplier must ensure that it and its Personnel comply with DFAT and Commonwealth Government policies and guidelines applicable to the Services, including where relevant:
- (a) *Right to Freedom From Slavery and Forced Labour*, accessible on the Attorney-General's Department website at: <https://www.ag.gov.au/rights-and-protections/human-rights-and-anti-discrimination/human-rights-scrutiny/public-sector-guidance-sheets/right-freedom-slavery-and-forced-labour>
  - (b) *Counterterrorism Policy and Development Approaches to Countering Violent Extremism: Policy Framework and Guidance Note*, accessible online on the DFAT website at: <https://www.dfat.gov.au/aid/topics/development-issues/Pages/development-approaches-to-countering-violent-extremism>
  - (c) *Child Protection Policy* and in particular, the child protection compliance standards at Attachment 1 of DFAT's *Child Protection Policy*, accessible on the DFAT website at <https://www.dfat.gov.au/about-us/publications/pages/child-protection-policy>;
  - (d) *Preventing Sexual Exploitation, Abuse and Harassment Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment>
  - (e) *Disability Inclusive Development Guidance Note*, accessible on the DFAT website at: [Disability Inclusive Development Guidance Note \(dfat.gov.au\)](https://www.dfat.gov.au/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program), and the Accessibility Design Guide: Universal Design Principles for Australia's Aid Program, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program>. Note that this requires where applicable, the involvement of people with disabilities, increasing inclusion related to a range of disabilities, and ensuring universal accommodation and accessible information.
  - (f) *Foreign Bribery Guidelines*, accessible online on the Attorney General's website at: <https://www.ag.gov.au/crime/foreign-bribery>
  - (g) *Fraud Control Policy and Fraud Control Toolkit for Funding Recipients*, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/fraud-control-toolkit-for-funding-recipients>
  - (h) *Promoting Opportunities For All – Gender Equality and Women's Empowerment*, accessible on the DFAT website at <http://www.dfat.gov.au/about-us/publications/Pages/promoting-opportunities-for-all-gender-equality-and-women-s-empowerment.aspx>;
  - (i) *Family Planning and the Aid Program: Guiding Principles*, accessible on the DFAT website at: <http://dfat.gov.au/about-us/publications/Pages/family-planning-and-the-aid-program-guiding-principles.aspx>;
  - (j) *Environmental and Social Safeguards Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/aid/topics/aid-risk-management/Pages/environmental-and->

social-safeguards, and the environmental management and protection actions in the *Environment Management Guide for Australia's Aid Program (2012)* accessible online at: [https://acfid.asn.au/sites/site.acfid/files/resource\\_document/Environment-management-guide-2012-summary-AusAid.pdf](https://acfid.asn.au/sites/site.acfid/files/resource_document/Environment-management-guide-2012-summary-AusAid.pdf)

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



TETRA TECH

ATTACHMENT A

CODE OF CONDUCT

# Corporate Code of Conduct

March 2022

*Leading with Science®*

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## Section 1: Introduction

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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

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### 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](https://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](http://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 [Combatting 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

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## 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](http://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

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### 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](http://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

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## 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](http://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

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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](http://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 Supplier acknowledges that it has read and understood the above Code of Conduct.**

**The Supplier 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.**

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

**Acknowledged by Tetra Tech International Development**

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