TETRA TECH
International Development

INVITATION

FOR

EXPRESSIONS OF INTEREST (EOI)

to Supply the services of

Project Procurement Specialist

Structure of Invitation

Part A – EOI Process Guidelines

Part B – Requirement Specification

Part C – Response Form

Part D – Proposed contract template

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Part A – EOI Process Guidelines

Principal

Tetra Tech International Development Pty Ltd, (ABN 63 007 889 081), a duly registered Australian company located at Tower B Citadel Tower' Level 20, 799 Pacific Highway, Chatswood NSW 2067, Australia, referred to as “Tetra Tech International Development” as the managing contractor of the Australian Infrastructure Finance Facility of the Pacific Support Unit (AIFFP SU) on behalf of the Australian Government’s Department of Foreign Affairs and Trade (DFAT)

Introduction to the AIFFP

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

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

Requirements

AIFFP requires the consulting services of eligible individual consultants with procurement expertise, to support the program of project procurement activities across the portfolio. Support will also include provision of technical assistance in procurement strategies and plans, development or review of bidding documents and subsequent tender evaluation and awarding processes.

We are seeking specialists with experience in procurement in implementation of telecommunications infrastructure and/or development projects. Work experience and familiarity procuring under public enterprise/multi donor/ADB/World Bank/DFAT or similar frameworks. Services will be intermittent, to 30 June 2027. The full requirements are set out in the terms of reference at Part B.

Important Dates

Invitation Issue Date	**28 October 2026**
Last Queries Date	2pm (AEDT) Wednesday 4 November 2026
Closing Date & Time	**Open until:** **2pm (AEDT) Wednesday 18 November 2026** ***Suppliers should note that submissions will be accpeted on a rolling basis up to the closing date of 18 November 2026. This means suppliers may submit responses to the EOI as and when they are ready, and need not wait until the closing date. Submissions will be assessed on an as-received basis and advice on outcome will be provided accordingly.*** **Proposals submitted after the Closing Date & Time may not be considered.**
Registration of Interest Required	**Registration for this tender is compulsory to ensure communication during the tender period.** **Prospective respondents must register interest by sending an email to:** **aiffp.su.tender@tetratech.com** **The email must include the respondents contact details *(company name; company contact name & position; contact email & phone number)*.**

Responses and Lodgement

Location for lodgement	
Number of copies required	1 electronic version, PDF or Word

Contact Person

Name	Sonia Levingston
Position	Procurement Specialist, AIFFP SU
Email	Sonia.levingston@tetratech.com; cc AIFFP.SU.tender@tetratech.com

Evaluation Criteria

Selection criteria	Refer to Part B

1 Invitation

1.1 Tetra Tech International Development Pty Ltd Requirements

Tetra Tech International Development Pty Ltd "Tetra Tech International Development" invites You (eligible individuals) to submit an Expression of Interest ("EOI") in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the services by attaching their curriculum vitae (CV) with description of experience in similar assignments, similar conditions, region, sector etc.).

1.2 Evaluation Criteria

CVs will be evaluated in respect of the qualifications and experience of the candidates with reference to the following criteria, along with further detail in Part B:

(i) Specific experience relevant to the assignment

(ii) Qualifications and competence for the Assignment

(iii) Regional Experience and Others

This EOI process may be the first stage of a potentially multi-stage procurement process (see clause 7.5 of this Invitation).

1.3 Duration of Engagement

The estimated term of services required for the assignment is 4 January to 30 June 2027.

1.4 Accuracy of Invitation

Tetra Tech International Development makes no promise or representation that any factual information supplied in or in connection with this EOI 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.

1.5 Your Use of Invitation

Without the express prior written consent of Tetra Tech International Development, you 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 a Response.

1.6 EOI Process does not create a contract

Your participation in this EOI Process, (including the preparation and lodgement of Your Response), is at Your sole risk.

Nothing in this Invitation, the EOI Process, or Your Response must be construed as creating any binding contract or other legal relationship (express or implied) between You Tetra Tech International Development.

2 Structure of Invitation

This Invitation consists of three parts:

Part A EOI Process Guidelines

Part A contains general information about the EOI Process and how You can make a Response.

Part B Specification

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

Part C Response

Part C sets out the format and information that You are required to provide in Your Response.

You must complete the Part C Response Schedule.

Part D Contract

Part D sets out the template Common Services Deed agreement under which suppliers will be engaged to provide the Services.

3 Communication

3.1 Contact Person

If you require further information or clarifications on the assignment and the conditions, you may only communicate with the Contact Person about this Invitation.

3.2 Requests for Clarification

Up to and including the Last Queries Date, you 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 Suppliers of any question or matter You raise and the response given (but may choose not to do so).

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

4 Your Response

4.1 Format of Response

Your Response must be completed using the Part C Response Schedule, (unless You are otherwise directed).

Your Response must:

a) be in English

b) be concise and only provide what is sufficient to present a complete and effective response.

Tetra Tech International Development may disregard any content in a Response that is illegible.

4.2 Cost of Preparing Your Response

You are responsible for the cost of preparing and submitting Your Response and all other costs arising from Your participation in this EOI Process.

5 Lodging a Response

The Closing Time for lodging Your Response is nominated in the Reference Schedule. Tetra Tech International Development may extend the Closing Date and Time in its absolute discretion.

5.1 Lodgement

Any Response must be lodged electronically as specified in Part A under 'Important Dates' and 'Responses and Lodgement'.

5.2 Late Responses

If a Response is lodged after the Closing Date & Time, it may be ineligible for consideration unless:

a) Tetra Tech International Development determines in its sole discretion that

   i) Tetra Tech International Development has caused or contributed to the failure to lodge by the Closing Date and Time, or

ii) the lodgement is minimally delayed such that it does not provide the lodger with any advantage over those lodged on time and that acceptance of the late Response does not compromise the integrity of the EOI Process, or

iii) exceptional circumstances exist which warrant consideration of the late Response, and that acceptance of the late Response does not compromise the integrity of the EOI Process.

5.3 Tetra Tech International Development's Use of Your Response Materials

Upon lodgement, all of Your Response Materials will become the property of Tetra Tech International Development Pty Ltd.

Intellectual Property owned by You or any third parties forming part of the Response Materials will not pass to Tetra Tech International Development with the physical property comprising the Response Materials. However, You acknowledge and agree that You have 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 Response to the extent necessary to conduct the Evaluation and where applicable, in the preparation of any resultant contract.

5.4 Sub-contracting

No sub-contracting of the required services is allowed.

6 EOI Process Conduct

6.1 Your Conduct

You must:

a) ensure all communications are undertaken via the Contact Person

b) declare any actual or potential conflict of interest

c) 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

d) not engage in any collusive or anti-competitive conduct with any Supplier

e) comply with all laws in force in South Australia applicable to this EOI Process

f) disclose whether You are acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)

g) not issue any news releases or responses to media enquiries and questions regarding this EOI Process or this Invitation without Tetra Tech International Development's written approval.

If You act contrary to the expectations outlined above, Tetra Tech International Development reserves the right (regardless of any subsequent dealings) to exclude Your Response from further consideration.

6.2 Tetra Tech International Development Conduct

Tetra Tech International Development will:

a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)

b) give Suppliers the opportunity to compete fairly.

6.3 Confidentiality

You must identify any aspect of Your Response that You consider should be kept confidential including reasons. Tetra Tech International Development is not obliged to treat information as confidential and in the absence of any agreement to do so, You acknowledge that Tetra Tech International Development has the right to publicly disclose the information.

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

Tetra Tech International Development's selection process for services is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing responses received, Tetra Tech International Development is required to pass procurement offers 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 respondent information that has been provided in-confidence by another.

Consultants 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.

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

7 Evaluation Process

7.1 Evaluation

In evaluating Responses Tetra Tech International Development will consider:

a) the Evaluation Criteria

b) References from referees

c) any presentations, interviews or site visits (as applicable)

d) any other information that Tetra Tech International Development considers relevant.

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

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

Tetra Tech International Development may in its absolute discretion:

a) take into account any relevant consideration when evaluating Responses

b) invite any person or entity to lodge a Response

c) allow a Consultant to change its Response

d) consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) a Response lodged other than in accordance with this Invitation

e) seek further information from You regarding Your Response including but not limited to requests for additional information or presentations by, or interviews with You or Your key personnel

f) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers

g) make enquiries of any person or entity to obtain information about any Supplier and its Response (including but not limited to any referees)

h) 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).

7.2 Discontinue Process

Tetra Tech International Development may decide not to proceed any further with the EOI Process or any other procurement process for Tetra Tech International Development's Requirement.

7.3 Shortlisting

Tetra Tech International Development may choose to short-list some Consultants and continue evaluating Responses from those short-listed Suppliers or conduct a secondary procurement process by invitation to shortlisted Suppliers. Tetra Tech International Development is not at any time required to notify You, or any other person or organisation interested in making a Response of its intentions or decision to short-list.

7.4 Negotiation

Tetra Tech International Development may choose to:

a) enter into negotiations with You or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Response on grounds of capability / capacity, technical issues, effectiveness, to finalise agreement on the terms of the contract, or any other matters

b) re-evaluate Responses generally after any negotiation

c) suspend, discontinue or terminate at any time negotiations with You or any Supplier or any other person or organisation

d) negotiate with You 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's 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.

7.5 Secondary Procurement Process

After evaluating all Suppliers' Responses Tetra Tech International Development may choose to conduct a subsequent procurement process. Following evaluation of the CVs of individual consultants, the candidate who is evaluated as the best qualified for the assignment will be invited to contract negotiations and signing. The Contract will be negotiated face to face, or by phone or by e-mail

7.6 Further Approach to Market

Tetra Tech International Development may choose to make a further approach to market on a similar or different basis than that specified in this Invitation.

8 Procurement Policies

Tetra Tech International Development Pty Ltd is governed by the requirements of the Australian Government's Commonwealth Procurement Rules (CPR) as a non-corporate Commonwealth entity. The core principle of the Commonwealth Procurement Rules being achieving value for money.

9 Glossary

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

a) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Responses are required to be lodged

b) "Tetra Tech International Development" means Tetra Tech International Development Pty Ltd

c) "Tetra Tech International Development's Requirement" means the requirements specified in the Invitation, the Statement of Requirements and the Contract

d) "Contact Person" means the person nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers about the EOI Process

e) "CPR" means Australian Government's Commonwealth Procurement Rules

f) "EOI 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

g) “Evaluation” means the process for considering and evaluating Responses in accordance with clause 7.1

h) “Intellectual Property” means any patent, copyright, trademark, trade name, design, trade secret, knowhow, semi-conductor, circuit layout, 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 a Response

j) “Last Queries Date” means the date nominated in the Reference Schedule as the last date for Suppliers to seek clarification of any matters relating to this Invitation Document

k) “Mandatory Criteria” means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule

l) "Response" means the documents constituting a Response lodged by a Supplier to meet Tetra Tech International Development’s Requirement in accordance with this Invitation

m) “Response Material” means all documents, data, computer programs, computer discs and other materials and things provided by You or a Supplier in relation to a Response arising out of this Invitation

n) “Part” means a part of this Invitation

o) "Reference Schedule” means the reference schedule in Part A of this Invitation

p) “South Australian Time” means the time applicable to South Australia, as defined at http://www.australia.gov/about-australia/our-country/time

q) “Specification” means the information about Tetra Tech International Development’s Requirement described in Part B

r) "Supplier" or “You” or “Your” means a person or organisation responding to this Invitation.

Part B – Requirement Specifications

Project	Australia Infrastructure Financing Facility for the Pacific (AIFFP) – Support Unit (SU).
Position Title	Project Procurement Specialist
Accountable to	AIFFP Support Unit Team Leader
Location	Home based inputs Position may require intermittent travel
Duration of Assignment	Multiple Inputs to 30 June 2027

Tetra Tech International Development

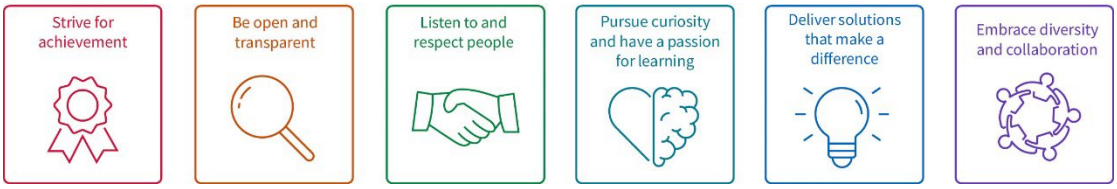
Tetra Tech has a 40-year history in successfully delivering international development projects on behalf of donors right around the world. Our people work side by side with local partners to support stability, economic growth and good governance, positively changing people's lives.

Tetra Tech International Development is part of global consulting firm Tetra Tech. The International Development team implements and manages projects designed to strengthen social and economic infrastructure and improve the lives of people in the Asia Pacific region.

We welcome applicants of all genders, disabilities, ages, ethnicities, and language group.

Our Values

We are a values-based organisation, and our values reflect who we are and what we stand for, and strengthen our engagement with colleagues, partners and clients through our shared values and behaviours.



Overview

The Australian Infrastructure Financing Facility for the Pacific (AIFFP) finances quality, climate resilient infrastructure projects in the Pacific and Timor-Leste. The Facility partners with governments, as well as the private sector, to design high-impact, energy, water, transport, telecommunications, and other key infrastructure projects. All projects focus on high-quality investments with robust social and environmental safeguards to maximise development outcomes. The AIFFP is managed by the Department of Foreign Affairs and Trade, with support from Tetra Tech (the Support Unit). The AIFFP Support Unit provides advice and services to support the delivery of the AIFFP and its objectives.

Purpose and Objectives

The Procurement Specialist will support the project procurement activities across the portfolio of AIFFP projects. Support will also include provision of technical assistance in project implementation strategies, development or review of bidding documents and subsequent tender and awarding processes.

Key Responsibilities

Key responsibilities include

The Contractor may assist the AIFFP Support Unit on procurement though services such as:

- Preparation and review of procurement documents including approval documents, requests for quote/proposals, evaluation reports and work orders.
- Previous experience in processing high value contracts (subject to international competition) in civil works, supply of goods and consultancy services.
- Provision of procurement and contract management advice and assistance to project and program teams, including identifying appropriate contracting models.
- Implementation of procurement policies, legislation and agency procurement policies and practices.
- Development of team tools, guides and templates, as required.
- Conducting procurement capacity assessments and related due diligence of partner organisations and entities.
- Undertaking market analysis/sounding of potential suppliers.
- Advise on, review, or manage procurement related aspects of projects such a contract variations and reporting.
- Managing any additional procurement activities including supporting the implementation of the AIFFP's no-objection process and contract award.
- Provide support and specialist advice to the AIFFP Support Unit on the design and implementation of procurement policies, standard documents, and guidelines.
- Providing inputs into ensuring compliance of partner governments, agencies and relevant infrastructure projects are compliant with AIFFP's policies.
- Support the implementation of probity practices.
- Liaising with DFAT staff and the AIFFP to draft specific language and requirements in bidding documents around social and environmental safeguards, local labour, health, and safety etc.

Selection Criteria

Qualifications

- Tertiary qualifications and/or demonstrable experience with procurement of works, goods, or consulting services.
- Specialised knowledge of end-to-end procurement for large projects experience including related works, good, consultancy services.
- Knowledge and experience of technical and commercial and legal aspects of procurement of financier or funded projects.
- Demonstrated understanding of good probity practices..

Selection Criteria

Experience

- Demonstrated experience supporting the delivery of procurement services in Government/Public Enterprise, DFAT, World Bank, ADB, UN Agencies or similar organisations.
- Experience in working in the Pacific region (desirable).
- Experience supporting proponent led procurement.
- Familiarity with value for money principles, ethics, transparency, life cycle valuation, and quality in major procurement. Familiarity in the use of the FIDIC suite of stand forms of contract including the Red Book, Yellow Book or the other equivalents.
- Familiarity applying the provisions of environmental and social safeguards, climate change, local labour considerations and workplace health and safety in major procurement.
- Ability to work independently and prioritise work accordingly.

Code of Conduct

In accordance with Tetra Tech's Code of Conduct and Client Service Standards (as set out in Part D), all staff are expected to display professional behaviour, communicate respectfully, and perform their duties responsibly.

Child Protection

Tetra Tech is committed to protecting the rights of children. We reserve the right to conduct police checks and other screening procedures to ensure a child-safe environment.

Gender Equality, Disability and Social Inclusion

Tetra Tech International Development does not discriminate on the basis of ethnicity, race, colour, religion, disability, sex, sexual orientation, gender identity or expression, national origin, veteran status, marital status, or any other identity. We strongly encourage applications from minoritized groups and promise to ensure our application process is accessible and inclusive.

Preventing Sexual Exploitation, Abuse and Harassment

Tetra Tech International Development is committed to respectful workplaces and does not tolerate sexual exploitation, abuse or harassment of any kind.

A position description is not intended to limit the scope of a position but to highlight the key aspects of the position. The requirements of the position may be altered in order to meet the changing operational needs of Tetra Tech International Development.

Part C – Response Form

1. Supplier Details (complete as relevant)	
Name of Consultant	<insert names >
Trading Name	<insert name>
Registered Name	<insert name>
ACN	<insert number>
ABN	<insert number>
Address of registered office	<insert address>
Type of entity (e.g. company, trust, partnership, sole trader, other)	<insert entity>
Telephone	<insert phone number>
Website	<insert URL>
Contact Person (if different to Consultant)	<insert name>
Position	<insert position>
Address	<insert address>
Postal address (if different to above)	<insert address>
Email	<insert email address>
Telephone	<insert phone number>

2. CURRICULUM VITAE (CV)	
Education:	
List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained	*[Response here]*
Membership in Professional Associations and Publications	*[Response here]*

Employment record relevant to the assignment

Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
e.g., May 2005-present]	[e.g., Agency/Ministry ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Hbbbbb, deputy minister]		

<add lines as necessary>

3. Response Against Evaluation Criteria
Evaluation Criteria
1. Experience
Provide details of Your relevant experience and past performance related to meeting Tetra Tech International Development's Requirements: • Tertiary qualifications and/or demonstrable experience with procurement of works, goods, or consulting services. • Specialised knowledge of end-to-end procurement for large projects experience including related works, good, consultancy services. • Knowledge and experience of technical and commercial and legal aspects of procurement of financier or funded projects. • Demonstrated understanding of good probity practices.
[Response here]
2. Demonstrated Abilities
Provide details of Your Demonstrated Abilities to fulfil Tetra Tech International Development's Requirements: • Demonstrated experience delivering procurement services in Government/Public Enterprise, DFAT, World Bank, ADB, UN Agencies or similar organisations. • Familiarity with value for money principles, ethics, transparency, life cycle valuation, and quality in major procurement. • Familiarity applying the provisions of environmental and social safeguards, climate change, local labour considerations and workplace health and safety in major procurement. • Ability to work independently and prioritise work accordingly.
[Response here]

4. Rates	
Provide consultant <u>daily rate</u> (per 8 hour day) <u>in AUD</u> (exclusive of GST and Superannuation)	AUD *[Response here]*

5. References	
Please provide up to two references that may be contacted in relation to EOI	
Name	**Contact Details**

6. Conflict of Interests	
Identify any potential or actual conflicts of interest	
Conflict of Interest (actual or perceived)	**Details & Mitigation Plan if any**

7. Compliance with Proposed Contract	
Does Your Response comply with all terms of the proposed Contract?	☐ Yes ☐ No
If Your Response does not comply with some or all of the terms of the contract, You must provide reasons for the partial compliance or non-compliance for each clause below.	
Contract Clause No.	**Explanation/comment**

<add lines as necessary>

I/We declare that

a) the Conditions of the EOI Process are agreed; and

b) the information and particulars provided as part of this EOI are accurate and correct.

***Dated**:* .....

Supplier	
Signature	
***Print name and office held**	

Witness	
Signature	
***Print name and office held**	

*Use BLOCK LETTERS

Part D – Proposed Contract Template

Common Services Deed template starts on next page

Overview of documents that comprise the Deed of Common Services (Deed)

The Deed is divided into the following sections:

Signatures, Parties' Representatives and Other Details	Signature of parties to the Deed and contact information and other details for each party If personnel checks are required, this is specified at Item 8 of Table 1. ***Insurance requirements:*** *Refer to Item 7 of Table 1 and update Annexure 5 with insurance requirements.*
Common Services Terms	Terms and conditions for delivery of goods and/or services under the Deed. *Note – although this template includes references to goods, it confirms that clauses governing provision of goods are not in use.*
Annexure 1:	Client policies, procedures and guidelines that contractor must comply with *Tetra Tech Code of Conduct and Client Service Standards must be signed by contractor*
Annexure 2:	Template Work Order Form
Annexure 3:	Contractor's Schedule of Prices and Rates *This may be left blank if rates / fees that apply are being agreed for each individual engagement / RFP*
Annexure 4:	**Not used**
Annexure 5:	Insurance requirements and Special Conditions See notes on
Attachment A:	

Contractors should take note of the following Special Conditions:

The contractor (and contractor's personnel) must:

1. Complete referee, vetting and background checks (including police / criminal history check) and satisfy client and/or Tetra Tech requirements in relation to the outcome / findings of such checks.
2. Sign and return a confidentiality undertaking in the format set out in Attachment B.

   The confidentiality undertaking must be signed by any member of the contractor's personnel engaged in any aspect of delivery of the services that require or may have cause to, receive, handle or access information that:

   a. has been provided by the client; or

   b. relates to the engagement the contractor is providing services for.

Version history

Version	Date	Approved by
4.0	August 2024	Kai S
3.0	December 2022	Kai S
2.0	November 2022	Kai S
1.0	October 2022	Kai S

COMMON SERVICE DEED TERMS FOR THE PANEL OF EXPERTS - PROJECT PROCURMENT SPECIALISTS

Between:

Tetra Tech International Development Pty Ltd, (ABN 63 007 889 081) of 422 King William Street, Adelaide in the State of South Australia, 5000 ("**Tetra Tech International Development**")

- and -

[insert name] of *[insert address]* ("**Contractor**").

Recitals:

A. Tetra Tech International Development carries on the business of a management consultant and international project manager. The <<< INSERT PROGRAM / PROJECT NAME >>>> (the "**Program**") is managed by Tetra Tech International Development on behalf of <<< INSERT CLIENT NAME >>> the Department of Foreign Affairs and Trade (the "**Client**"). As part of the Program, Tetra Tech International Development wishes to <<< INSERT DESCRIPTION OF CONTRACTING MODALITY / PROCUREMENT >>> i.e. establish a panel of contractors who may be called upon to provide expert technical assistance ("**Panel of Experts**" or "**Panel**") >>> in connection with the Program.

B. Tetra Tech International Development wishes to appoint the Contractor to the Panel of Experts for the future supply of the Services to the Program, as the need arises. The Contractor wishes to be appointed to the Panel of Experts under the terms of this deed.

C. Information as to the general nature of the services that are to be provided is set out in Attachment A to this deed. Information about the specific requirements for services to be delivered in connection with an engagement will be provided by Tetra Tech International Development in a request for proposal ("**Request for Proposal**" or "**RFP**").

D. If the Contractor responds to the RFP, it must base the quoted prices / fees / budget in its proposal ("**Proposal**") on the Schedule of Prices and Rates ("**Pricing Schedule**"), if a Pricing Schedule has been agreed. The submission of a Proposal by the Contractor is an offer to provide the Services on the terms and subject to the conditions set out in this deed.

E. If the Contractor's Proposal is accepted, Tetra Tech International Development may engage the Contractor by completing and issuing a Work Order. Work Orders will be issued in the format set out in Annexure 2 or in an alternative format that Tetra Tech International Development determines.

F. Details of the requirements, conditions and other information concerning the work the Contractor is engaged to perform (the "**Services**") will be set out in the Work Order for the engagement.

G. The Contractor acknowledges that Tetra Tech International Development may not issue any Work Orders (depending on various factors, including due to the nature of tasking notes issued by the Australian Department of Foreign Affairs and Trade) and Tetra Tech International Development has no Liability to the Contractor if that is the case.

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Table 1 – Parties' Representatives and Other Details

	Date of deed:	
	PARTIES REPRESENTATIVES	
1	**Representative for Tetra Tech International Development Pty Ltd:** **Name:** **Position:** **Contact information:** **P:** +61 X XXXX XXXX **E:** xxx.xxx@tetratech.com	**Representative for Contractor:** **Name:** **Position:** **Contact information:** **P:** **E:**
	PARTIES' SIGNATURES	
2	Signed and sealed as a deed on behalf of **Tetra Tech International Development Pty Ltd** by: Signature: Print name: Position: Date signed: Witness Signature: Print name: Position: Date signed:	Signed and sealed as a deed on behalf of **Contractor** in accordance with applicable Laws: Signature: Print name: Position: Date signed: Witness Signature: Print name: Position: Date signed:
	The parties agree the Recitals are true and correct and also agree as follows:	
	OTHER DETAILS	
3	**Tetra Tech International Development contact details**	**Address:** 422 King William Street, Adelaide, SA 5000 Email: ## *Phone: ##*
4	**Contractor contact details**	**As specified above at Item 1** *If different from above, update below – or delete.* *Address: ##* *Email: ##* *Phone: ##*
5	**Scope of Services**	***See attached document labelled "Attachment A"***

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6	**Contractor's Bank Account details**	**Company Name:** *[insert]* Bank Name: *[insert]* BSB: *[insert]* Account No.: *[insert]* Reference: *[insert]*
7	**Required Insurances**	**As set out in Annexure 5**
8	**Personnel Checks & Requirements**	1. Personnel must meet Tetra Tech International Development's and/or Client's referee, vetting and background check requirements, including police / criminal history check. 2. All Personnel engaged in any aspect of delivery of the Services that require or may have cause to, receive, handle or access information that has been provided by the Client or that relate to the engagement must sign a confidentiality undertaking in the format set out in Attachment B.
9	**Deed Period**	**Initial Term:** January 2027 to 30 June 2027

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DEED TERMS

1. Definitions and interpretation

In this deed, capitalised terms are defined in the 'Details' section and:

1.1. **Authority** means any public, governmental, semi-governmental, statutory or regulatory authority or other body having jurisdiction in respect of the act, matter or thing.

1.2. **Claims** includes any actions, demands, claims and proceedings.

1.3. **Client** means the entity or entities described in paragraph A of the Recitals.

1.4. **Contract** means a contract formed under clause 5.

1.5. **Contractor's Proposal** means a proposal issued by the Contractor in response to Tetra Tech International Development's Request for Proposal.

1.6. **Contractor's Schedule of Prices and Rates** means the Contractor's Schedule of Prices and Rates in Annexure 3.

1.7. **Costs** includes any costs, Taxes, expenses (including legal costs on a full indemnity basis), losses and damages.

1.8. **Deed Period** means the Initial Term, plus any extension (not exceeding the Option Period) agreed by the parties.

1.9. **Goods** means any plant, equipment, chattels or materials to be provided by the Contractor as part of the Services.

1.10. **GST** means Goods and Services Tax or Services Tax, as the context requires.

1.11. **Governing Jurisdiction** means the jurisdiction specified by Tetra Tech International Development in the relevant Work Order as the Governing Jurisdiction.

1.12. **Intellectual Property Rights** means all intellectual property rights, including but not limited to patents, copyright, registered designs, trademarks, know-how and any right to have confidential information kept confidential and any application or right to apply for registration of any of such rights, but for the avoidance of doubt excludes moral rights and performers' rights.

1.13. **Initial Term** means the period for which this deed is intended to continue, as specified in Item 9 of Table 1.

1.14. **Laws and Requirements** includes, as in force from time to time:

(a) legislation, ordinances, regulations, by-laws, orders, awards, proclamations or other subordinate legislation;

(b) standards, codes and guidelines;

(c) principles of law or equity;

(d) directions or notices issued by any government authority; and

(e) requirements of a government authority to pay fees, taxes, levies, rates and charges in respect of those things referred to in paragraphs (a) to (d) above,

from or given by any Authority for the jurisdiction of the Partner Country, the Governing Jurisdiction or an Authority of the Commonwealth of Australia, as applicable or where context requires.

1.15. **Liability** includes liability in contract, tort (including negligence) or otherwise, whatever and however arising and whether or not presently ascertained, immediate, future or contingent.

1.16. **Modern Slavery** incudes any activity, practice or conduct that could constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, forced marriage, human trafficking and other slavery-like exploitation as prohibited under any laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Laws.

1.17. **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 such laws and other laws, statutes, regulations and codes from time to time in force and any other anti-Modern Slavery laws or regulations in force in Australia or otherwise applicable to Tetra Tech International Development or the Contractor under the Laws of the Partner Country in force from time to time with respect to reporting on or addressing the risks of Modern Slavery, including business operations and supply chains with respect to related purposes.

1.18. **Panel** or **Panel of Experts** means the panel of contractors appointed by Tetra Tech International Development to supply services in connection with the Program.

1.19. **Partner Country** means the country specified by Tetra Tech International Development in the relevant Worker Order as the Partner Country.

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1.20. **Personal Information** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion.

1.21. **Personnel** means any subcontractors of the Contractor and the Contractor's officers, employees, agents and any other person employed or engaged by the Contractor to perform the Services any part of this deed.

1.22. **Program** means the project, activity or similar described in the Recitals.

1.23. **Proposal** means a response from the Contractor to a Request for Proposal.

1.24. **Representative** means the person/s listed in Table 1 of this deed as the relevant party's representative and contact person.

1.25. **Request for Proposal** or **RFP** means a request issued by Tetra Tech International Development to the Contractor in accordance with clause 3, to prepare a proposal for delivery of Services.

1.26. **Services** means the services described in or related to, the Scope of Services (Attachment A) that are to be provided under a Work Order, which includes the performance of all other activities required to be undertaken by the Contractor in order for the Contractor to fulfill its obligations under the Work Order and/or the terms and conditions of this deed.

1.27. **Services Tax** means, as the context requires:

(a) the GST imposed under the *A New Tax System (Goods and Services) Act 1999* (Cth); or

(b) the value added Tax or other Tax levied on consumption that, under a Taxation Law of the Partner Country, applies to the supply of the Services; or

(c) the goods and services tax imposed by the GST Law.

1.28. **Site** means a site or sites on which Services are to be performed.

1.29. **Tax** means all forms of taxation and statutory, governmental, supra-governmental, state, principal, local government or municipal impositions, duties, contributions, excises, deductions, levies, charges and withholdings, including without limitation, withholding payments, corporate income tax, withholding tax of any nature, sales tax, stamp tax, custom duties and service charges, levies, social insurance premiums, employees payroll and directors tax and related deductions and withholdings, and all penalties, fines, charges, costs and interest relating thereto in all jurisdictions.

1.30. **Taxation Laws** means all applicable Laws and Requirements of the Partner Country that mandates, requires or otherwise governs the application of a Tax.

1.31. **Work Order** means:

(a) any order for the Services substantially in the form of Annexure 2 (Work Order Form) and executed by the parties in accordance with clause 4; or

(b) a written direction given by Tetra Tech International Development to the Contractor to provide specified Services pursuant to this deed and indicated by Tetra Tech to be a Work Order for the purposes of the deed.

1.32. **Work Order Requirements** or **Requirements** means Tetra Tech International Development's requirements for the Services described in the relevant Work Order or as otherwise advised by Tetra Tech International Development.

1.33. If the whole or any part of a provision of this deed is invalid or unenforceable in a jurisdiction, it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of this deed is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

Priority of deed documents

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

(a) Deed Terms;

(b) Annexures;

(c) any attachments to the Annexures;

(d) documents incorporated by reference in this deed.

2. Common terms and no exclusivity

2.1. The terms and conditions in this deed apply to all works the Contractor may do for Tetra Tech International Development,

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unless expressly agreed otherwise in writing.

2.2. The Contractor acknowledges and agrees that:

(a) nothing in this deed will operate to constitute the Contractor as the exclusive provider of the Services to Tetra Tech International Development; and

(b) Tetra Tech International Development may engage a contractor who is not a member of the Panel.

2.3. Notwithstanding any other provision of this deed, Tetra Tech International Development does not guarantee or make any assurance that any Services or any particular volume of Services will be ordered from the Contractor under this deed.

2.4. The Contractor must cooperate with any other service provider or contractor appointed by Tetra Tech International Development or the Client, to ensure the integrated and efficient provision of all Services and must provide reasonable assistance to other service providers / contractors as Tetra Tech International Development may request.

2.5. The Contractor will be the principal contractor responsible for the Services and related works under workplace health and safety Laws and Requirements.

2.6. The parties acknowledge and agree that to the extent that any Services have been performed by the Contractor prior to the date of this deed the provisions of this deed will also apply to those Services.

3. Request for Contractor Proposal

3.1. Tetra Tech International Development may request the Contractor to provide a Proposal by issuing a Request for Proposal (**RFP**). The Contractor must, within the time frame specified in the RFP, provide a Proposal or provide Tetra Tech International Development with a notice declining the invitation.

3.2. Tetra Tech International Development may accept the Proposal and issue a Work Order in accordance with clause 5.2.

3.3. Tetra Tech International Development is entitled to assume that a Proposal submitted by and signed on behalf of the Contractor is issued with all proper authorisations and permissions and with due power by the signatory.

3.4. The issue of the RFP or submission of a Proposal by the Contractor does not bind Tetra Tech International Development to accept the Contractor's Proposal. A Contractor's Proposal submitted by the Contractor imposes no obligation or Liability on Tetra Tech International Development.

3.5. This submission of a Proposal by the Contractor is an offer to provide the Services on the terms and subject to the conditions set out in this deed.

4. Work Orders

4.1. If Tetra Tech International Development accepts the Contractor's Proposal, a Work Order will be completed and sent to the Contractor.

4.2. Tetra Tech International Development may complete and send to the Contractor a Services Order without issuing an RFP under clause 3.

4.3. Upon receiving a Work Order, the Contractor must execute the Work Order and return it to Tetra Tech International Development within five (5) business days for countersigning.

4.4. A Contract is formed when Tetra Tech International Development and the Contractor have signed the Work Order.

4.5. The Contractor must fulfil all Contracts entered into during the Deed Period on the conditions current at the time Contract is made, notwithstanding that completion of the Contract may occur after the date on which this Deed expires.

4.6. Each Work Order issued will specify the particular Services to be provided. Unless otherwise agreed by Tetra Tech International Development, the payment for Services to be provided under a Work Order will be calculated in accordance with the Contractor's Schedule of Prices and Rates (where specified).

4.7. The Work Order may also be issued subject to such other terms and conditions which the parties agree will apply to the specific Services requested under the relevant Work Order.

5. Terms and conditions

5.1. The terms and conditions of the Contract (formed when both parties have signed the Work Order) are:

(a) the terms, conditions and Requirements specified in the Work Order; and

(b) the terms and conditions of this deed.

5.2. Each Work Order constitutes a separate Contract between the Contractor and

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Tetra Tech International Development, comprising:

(a) the RFP;

(b) the Contractor's Proposal;

(c) the Work Order Requirements;

(d) the terms and conditions of this deed; and

(e) the Special Conditions (if any) in Annexure 5

5.3. To the extent of any inconsistency between two or more documents which form part of a Contract, those documents will be interpreted in the following (descending) order of priority:

(a) the Special Conditions (if any) in Annexure 5;

(b) the Work Order Requirements;

(c) the terms and conditions of this deed;

(d) the Request for Proposal;

(e) the Contractor's Proposal,

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

6. Services

6.1. The Contractor must:

(a) provide the Services in accordance the Work Order (which incorporates the terms and conditions in this deed);

(b) ensure the Services (or the relevant parts thereof) are completed by or before the Milestone Dates in a Work Order if any;

(c) deliver the Services to meet the Contractor warranties;

(d) using new material, if applicable; and

(e) provide the Services in a proper and workerlike manner in accordance with all Laws and Requirements.

6.2. Tetra Tech International Development **legal** may direct the Contractor to suspend any Services and the Contractor must comply with such a direction. If Tetra Tech International Development directed that the Services be resumed, the Contract must resume the Services. Tetra Tech International Development has no Liability to the Contractor in connection with any such direction, other than for Services already performed for the relevant Price payable but top the maximum of the amount recoverable or funded by the Australian Department of Foreign Affairs and Trade.

7. Goods (CLAUSE NOT IN USE)

7.1. If as part of the Services the Contractor is to provide and/or install Goods, the Contractor must:

(a) provide title to the Goods to Tetra Tech International Development without encumbrance.

(b) deliver the Goods as required by the Work Order;

(c) install the Goods as required by the Work Order;

(d) comply with Tetra Tech International Development's directions and delivery instructions;

(e) provide test evidence for the Goods if required; and

(f) provide all third-party manuals, reports, warranties and the like as required by Tetra Tech International Development.

7.2. Tetra Tech International Development may inspect the Goods to determine whether to accept or reject the Goods (provided it must accept if the Goods comply with the requirements in this deed and the Work Order). Acceptance or rejection can occur at delivery or later.

7.3. If Tetra Tech International Development rejects the Goods due to non-conformity with the Work Order (including the terms and conditions in this deed), then Tetra Tech International Development must promptly notify the Contractor and require the Contractor at the Contractor's cost, and at the Contractor's election to either:

(a) resupply the Goods and remove the non-conforming Goods from the Site; or

(b) repair the Goods.

7.4. Acceptance of the Goods does not relieve the Contractor of any of its obligations under a Work Order (including the terms and conditions in this deed).

7.5. The Contractor bears the risk in the Goods until the later of delivery and installation as directed by Tetra Tech International Development. Title in the Goods will pass to Tetra Tech International Development upon Tetra Tech International Development's acceptance of the Goods.

7.6. If during a relevant Warranty Period in a Work Order the Goods fail to comply with the warranties, then Tetra Tech

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International Development may in its absolute discretion require that the Contractor at the Contractor's cost to:

(a) replace the Goods within 10 days of notification by Tetra Tech International Development; (or such other time as is agreed); or

(b) refund the Price for the relevant Goods.

8. Price

8.1. In consideration for the supply of any Services, Tetra Tech International Development will pay the Price (set out in the relevant Work Order) according to the Payment Terms, and subject to the terms and conditions of this deed and the Work Order.

8.2. Unless otherwise expressly stated the Price is inclusive of all Taxes, rates, levies and other Costs.

8.3. As a pre-condition to invoicing for payment of the Price, the Contractor must provide Tetra Tech International Development with sufficient evidence as is required for Tetra Tech International Development to verify the claim to Tetra Tech International Development's satisfaction in accordance with this deed, including evidence of:

(a) the date on which Services was performed;

(b) the date(s) on which the Services was completed;

(c) the time taken to complete the Services,

(d) the nature of the Services completed; and

(e) other details required by Tetra Tech International Development.

8.4. Payment of the Price will be to the Contractor's Bank Account (which the Contractor may change by notice in writing) by direct credit unless another means is mutually agreed in writing.

8.5. Any Claim Tetra Tech International Development may have against the Contractor may be set off against monies owed to the Contractor under a Work Order.

8.6. The Contractor will perform its obligations under a Work Order (and this deed) at its own Cost and pay its own Costs and all Taxes (including but not limited to income tax, payroll tax, sales tax, superannuation guarantee charge, annual and other leave payments, and loadings).

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

8.8. A payment by Tetra Tech International Development to the Contractor is not an admission of liability.

8.9. If Tetra Tech International Development makes a payment and subsequently learns that specifications or requirements have not been met or that, on review, the amount is greater than the amount payable under this deed read together with the Work Order, the payment is deemed an overpayment and recoverable from the Contractor.

9. Warranties

9.1. The Contractor warrants and represents that all third-party liabilities will be the sole responsibility of the Contractor and Tetra Tech International Development will not incur any liability for these.

9.2. If Goods are being supplied under a Work Order, then the Contractor warrants to Tetra Tech International Development that it has good and unencumbered title to the Goods and the Goods:

(a) conform with any description applied and any sample provided by the Contractor;

(b) are new (unless otherwise specified);

(c) are free from defects in materials, manufacture and workmanship;

(d) conform to any applicable Australian Standards or other standards nominated in the Work Order;

(e) conform to the specifications and any technical specifications provided by the Contractor;

(f) are of merchantable quality;

(g) are installed correctly (if the Contractor is responsible for installation);

(h) are fit for their intended purpose; and

(i) are manufactured and supplied without infringing any person's Intellectual Property Rights.

9.3. The Contractor must ensure that Tetra Tech International Development receives the full benefit of any manufacturer's warranties in respect of the Goods.

9.4. During any Warranty Period any defects in the Goods must be rectified at the Contractor's expense.

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(a) If Services are being supplied under a Work Order, then the Contractor warrants that the Services will:

(b) comply with the description of the Services;

(c) be provided with due care and skill;

(d) be provided in a timely and efficient manner;

(e) be provided to a standard generally accepted within the industry, sector or profession in which the Contractor operates;

(f) have all licences or the like necessary or desirable from any Authority to provide such Services;

(g) be supplied without infringing any person's Intellectual Property Rights;

(h) be performed by the Contractor and/or the Contractor's Personnel approved by Tetra Tech International Development from time to time; and

(i) be supplied in the most cost-effective manner consistent with the required level of quality and performance.

9.5. The parties acknowledge that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions

10. Subcontracting and personnel

10.1. The Contractor must not engage any subcontractor without the prior written permission of Tetra Tech International Development.

10.2. The Contractor remains responsible for obligations performed by any of its subcontractors to the same extent as if such obligations were performed by the Contractor.

10.3. The Contractor must give its consent to and obtain the consent of the Contractor's Personnel, to the conduct of a police / criminal history check, vetting and such other background checks that Tetra Tech International Development and/or the client requires.

10.4. If Tetra Tech International Development gives the Contractor notice in writing requiring any one or more of the Contractor's Personnel to be withdrawn from providing the Services, the Contractor must immediately comply with the notice and provide replacement Personnel acceptable to Tetra Tech International Development.

10.5. Tetra Tech International Development reserves the right to refuse entry to any of Tetra Tech International Development's premises or Sites to any of the Contractor's Personnel.

11. Contractor's general obligations

The Contractor must:

(a) Ensure that it and the Contractor Personnel comply with the Work Order (and the terms and conditions in this deed);

(b) comply with all Laws and Requirements;

(c) immediately disclose any actual, possible, potential or perceived conflict of interest;

(d) keep confidential and not disclose the existence of or the terms of a Work Order or this deed and anything pertaining to them except to the extent required by law (in which event the Contractor must give prior notice to Tetra Tech International Development) without Tetra Tech International Development's written consent;

(e) act ethically, truthfully and in good faith;

(f) conduct all obligations under a Work Order in a prompt and timely manner and in a way that is consistent with Tetra Tech International Development's best interests;

(g) treat Tetra Tech International Development and all its Personnel and their invitees with respect, dignity, honesty, and integrity at all times (this includes not engaging in discriminatory or harassing conduct, or conduct that could constitute discrimination or harassment, against staff);

(h) perform work for Tetra Tech International Development diligently, completely and with due care and skill;

(i) keep, maintain and provide evidence to Tetra Tech International Development of all licences, permissions and other similar things necessary or desirable for the provision of the Services;

(j) immediately report any defect, hazard or criminal issue it becomes aware of to Tetra Tech International Development to the extent it concerns Tetra Tech International Development;

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(k) comply with any reasonable directions of Tetra Tech International Development including regarding work health and safety matters; and

(l) comply with (and ensure the Contractor's Personnel comply with) the Codes of Conduct, Policies, Service Standards and Rules in Annexure 1 which Tetra Tech International Development may amend, revoke and add to (in part or in full) from time to time by written notice to the Contractor.

12. Insurances and Indemnities

12.1. The Contractor must effect and maintain all insurances required by Laws and Requirements, including the Insurances set out in Annexure 5 (**Required Insurances**), where reasonably required in connection with the Services. The **Required Insurances** must provide cover for each occurrence to the amount specified by Tetra Tech International Development and be with reputable insurers approved by Tetra Tech International Development.

12.2. The Contractor must give evidence of the Requirement Insurances on request by Tetra Tech International Development. In the event of any Claim, the proceeds of such insurances are to be applied towards reinstatement or indemnification of Tetra Tech International Development.

12.3. The Contractor must notify Tetra Tech International Development immediately of any cancellation of any Required Insurances.

12.4. The Contractor must not do or fail to do anything which may prejudice any insurance maintained by, or indemnity available to Tetra Tech International Development, provided that Tetra Tech International Development has given written notice to the Contractor that a relevant act or omission of the Contractor would so prejudice the insurance maintained, or indemnity available to, Tetra Tech International Development.

12.5. The Contractor must indemnify Tetra Tech International Development from Liability for all Costs and Claims suffered or incurred by, or made or recovered by any person against, Tetra Tech International Development in connection with:

(a) any negligent act or omission, intentional default or breach of duty, wilful neglect or fraud of the Contractor or its Personnel;

(b) any personal injury (including illness) or death of persons, or damage or destruction of property arising out of or in connection with performance of the Services or any activity for which the Contractor is responsible; and

(c) any intentional or reckless breach of a Work Order (including the terms and conditions in this deed) by the Contractor or its Personnel;

(d) any claim for breach of third party Intellectual Property Rights.

12.6. The Contractor accesses any Site at its own risk and releases Tetra Tech International Development from Liability for all Costs and Claims of the Contractor in connection with:

(a) the Contractor's and its Personnel' access to any Site; and

(b) the performance of any Services.

13. Defaults

13.1. The Contractor must notify Tetra Tech International Development immediately if it cannot comply with any of its obligations in a Work Order (including the terms and conditions in this deed).

13.2. If the Contractor fails to comply with a Work Order (including the terms and conditions in this deed), the Contractor allows Tetra Tech International Development to remedy the Contractor's failure (if Tetra Tech International Development so chooses) and the Contractor must reimburse any Costs incurred by Tetra Tech International Development in remedying the Contractor's failure to comply within 7 days of receipt of a tax invoice.

13.3. Without limiting anything else in a Work Order or this deed, Tetra Tech International Development's remedies for the Contractor's failure to meet a Service requirement or for a breach of a warranty or other breach, may include resupply of the Services, a reduction of the Price, termination, rebates or any other remedy.

14. Force Majeure

14.1. In this clause "Force Majeure Event" includes acts of god or war, pandemic, act of public enemy, terrorist act, civil unrest, nationalisation, expropriation, embargo, restraint of property by government, strike or other form of industrial dispute, provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps.

14.2. If a party to this deed is affected, or likely to be affected, by a Force Majeure Event:

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(a) that party must immediately give the other party prompt written notice of that fact including:

i. full particulars of the Force Majeure Event;
ii. an estimate of its likely duration;
iii. the obligations affected by it and the extent of its effect on those obligations; and
iv. the steps taken to rectify it; and

(b) the obligations under this deed of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

14.3. A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate.

14.4. During any period in which a party to this deed is not performing obligations because of a claimed Force Majeure Event, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the party claiming the Force Majeure Event is not performing without incurring any liability to that party.

15. Dispute resolution

15.1. A party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency but otherwise a party may not commence legal proceedings without first referring the dispute to the other party under this clause.

15.2. Either party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.

15.3. Within 10 business days (or such other period as may be agreed by the parties) of the service of a dispute notice, authorised representatives must meet and use reasonable endeavours to resolve the dispute.

16. Ending this deed

16.1. Tetra Tech International Development may terminate this deed or any Work Order immediately upon giving notice in writing to the Contractor if:

(a) Tetra Tech International Development reasonably forms the opinion that the Contractor will be unable to perform its obligations under a Work Order (including the terms and conditions in this deed);

(b) where a breach is capable of remedy, the Contractor is in breach of a Work Order (including the terms and conditions in this deed) and has not rectified such breach within 10 business days of Tetra Tech International Development giving notice in writing to the Contractor requiring the rectification of such breach;

(c) where a breach is incapable of remedy, the Contractor is in breach of a Work Order (including the terms and conditions in this deed);

(d) the Contractor suffers or, in the reasonable opinion of Tetra Tech International Development, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy;

(e) the Contractor or the Contractor's Personnel does anything which may negatively affect Tetra Tech International Development's reputation (for example, by being accused of an indicatable offence);

(f) the Contractor and/or Personnel do not meet Tetra Tech International Development's and/or the Client's requirements in relation to the outcome or findings of a referee check, vetting, or police / criminal history checks.

16.2. If Tetra Tech International Development terminates a Work Order:

(a) the Contractor has no Claim against Tetra Tech International Development arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services satisfactorily provided before the effective termination date; and

(b) the Contractor must comply with all reasonable directions given by Tetra Tech International Development.

16.3. Any termination of a Work Order by either party does not affect any accrued right of either party.

16.4. Despite termination or completion of any Services, this clause and those other clauses that by their nature remain in force shall survive.

17. Miscellaneous

17.1. The consideration specified in this deed or a Work Order does not include any amount for Goods and Services Tax or like

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tax (GST) unless expressed otherwise. If a supply under a Work Order is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate. The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. A tax invoice must be provided before a payment is to be made. If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount. If a party is entitled to be reimbursed or indemnified under a Work Order (including the terms and conditions in this deed), the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

17.2. Unless otherwise specified in the relevant Worker Order, this deed and the relevant Worker Order is governed by South Australian law. If there is a dispute between the parties, it may be referred to South Australian courts for resolution (which courts will have exclusive jurisdiction) subject to the express dispute resolution provisions of this deed.

17.3. Any consent or approval required under a Work Order (including the terms and conditions in this deed) must be in writing and be given before the matter being consented to or approved occurs. Consent may be given or withheld at a party's discretion, unless expressed otherwise in a Work Order (including the terms and conditions in this deed) for a certain provision. A consent or approval may be given subject to conditions which must be complied with.

17.4. A consent, request or notice must be in writing and executed by the party or its agent. It may be given by: (a) pre-paid post or email to the addresses in this deed or to the address otherwise notified to all parties; or (b) by any other means allowed by law. A consent, request or notice, if validly given, is deemed to have been received: (a) on the third business day after posting; (b) on the next business day after transmission by email; or at any other time allowed by law. Where two or more persons comprise a party, notice to one is effective notice to all.

17.5. Any applicable Laws and Requirements which vary, prevent or prejudicially affects Tetra Tech International Development's exercise of any right under this deed or a Work Order or provides a warranty from Tetra Tech International Development is excluded, as far as the law allows.

17.6. A party may, if permitted by law, validly execute this deed or a Work Order or Work Order Proposal by attaching electronic signature(s). Each of the parties acknowledge and agree that:

(a) use of a signatory's email address is a sufficient method for identifying the signatory and their intention; and

(b) where signed by a signatory using an appropriate electronic means, such signatures will have the same legal effect as 'wet ink' signatures.

17.7. This deed or a Work Order or Work Order Proposal may be executed in any number of counterparts, which when read together will be taken to be one instrument. The parties agree that counterparts may be exchanged:

(a) in hardcopy;

(b) by email copy; or

(c) using an electronic signature platform.

17.8. The parties agree that separate copies of this deed or a Work Order or Work Order Proposal which have been signed by different officers of the same party will constitute a valid counterpart.

17.9. If any party comprises more than one legal person, this deed (and any Work Order) binds them jointly and severally.

17.10. In this deed (and any Work Order):

(a) the singular includes the plural and conversely;

(b) any words following the word "include", "included", "including" or "for example" are not limited by and do not limit any preceding words;

(c) a reference to a party includes its heirs, executors, administrators, representatives, successors and permitted assigns; and

(d) a reference to a thing includes part of that thing.

17.11. No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

17.12. The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this deed. Those rights and obligations will survive the execution and delivery of any

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assignment or other document entered for the purpose of implementing a transaction.

17.13. Any Work Order does not create a relationship of principal and agent, employer and employee, partnership or joint venture and neither does this deed. As an independent contractor, the Contractor has no entitlement to any benefits, payments or allowances (including, but not limited to, annual leave, personal leave, long service leave or any other leave to which the Contractor might otherwise have been entitled if the Contractor was an employee and not an independent contractor) other than payment of the Price.

17.14. The Contractor warrants and represents to Tetra Tech International Development that all information provided to Tetra Tech International Development by or on behalf of the Contractor before or after the date of this deed is true and correct.

17.15. A Work Order and this deed contain the entire agreement between Tetra Tech International Development and Contractor on their subject matter and supersede all prior agreements and understandings between them in connection with them.

17.16. The Contractor will only use any Personal Information to undertake its obligations under a Work Order and this deed and will not engage in any act, omission or practice that would cause Tetra Tech International Development to breach the Australian Privacy Principles. The Contractor will comply with the Australian Privacy Principles.

17.17. The Contractor must not assign, encumber or otherwise transfer any of its rights or obligations under a Work Order (including the terms and conditions in this deed) without the prior written approval of Tetra Tech International Development.

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Annexure 1 – Codes of Conduct, Policies, Service Standards and Rules

1. The Contractor and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the Partner Country.

2. In providing the Services, the Contractor 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)*, and the Accessibility Design Guide: Universal Design Principles for Australia's Aid Program, accessible on the DFAT website at: https://www.dfat.gov.au/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program. Note that this requires where applicable, the involvement of people with disabilities, increasing inclusion related to a range of disabilities, and ensuring universal accommodation and accessible information.

   (f) *Foreign Bribery Guidelines*, accessible online on the Attorney General's website at: https://www.ag.gov.au/crime/foreign-bribery

   (g) *Fraud Control Policy and Fraud Control Toolkit for Funding Recipients*, accessible on the DFAT website at: https://www.dfat.gov.au/about-us/publications/Pages/fraud-control-toolkit-for-funding-recipients

   (h) *Promoting Opportunities For All – Gender Equality and Women's Empowerment*, accessible on the DFAT website at http://www.dfat.gov.au/about-us/publications/Pages/promoting-opportunities-for-all-gender-equality-and-women-s-empowerment.aspx;

   (i) *Family Planning and the Aid Program: Guiding Principles*, accessible on the DFAT website at: http://dfat.gov.au/about-us/publications/Pages/family-planning-and-the-aid-program-guiding-principles.aspx;

   (j) *Environmental and Social Safeguards Policy*, accessible on the DFAT website at: https://www.dfat.gov.au/aid/topics/aid-risk-management/Pages/environmental-and-social-safeguards, and the environmental management and protection actions in the *Environment Management Guide for Australia's Aid Program (2012)* accessible online at: https://acfid.asn.au/sites/site.acfid/files/resource_document/Environment-management-guide-2012-summary-AusAid.pdf

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

      A. assessing and managing all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;

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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; and

a. any other policies, guidelines, or codes of conduct that Tetra Tech International Development may supply to the Contractor, or direct the Contractor to, from time to time.

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

4. In providing the Services, the Contractor must ensure that it and its Personnel (where applicable) comply with Tetra Tech International Development's Code of Conduct and Client Service Standards set out below.

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Tetra Tech International Development

Code of Conduct and Client Service Standards

Purpose

The purpose of a Code of Conduct and Client Service Standards is to provide a framework for decisions and actions in relation to our employees' conduct both in employment and as Tetra Tech International Development representatives in front of our clients. It underpins our commitment to a duty of care to all Employees, stakeholders and clients receiving our services. The document explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour and client service expected from Employees.

It is important for Tetra Tech International Development staff and team members to understand that its clients are contracting and paying Tetra Tech International Development to be a professional, responsive, and proficient contractor. In this context, Tetra Tech International Development staff and team members are not to approach clients for solutions or additional inputs for every problem, rather they should be able to identify and quickly address and solve problems in activity management.

Scope

This policy applies to all Employees of Tetra Tech International Development and all of its subsidiaries and related entities.

This policy applies in respect of conduct which relates to or is connected with, in any way, work with a Tetra Tech International Development company, or in connection with a Tetra Tech International Development Group Company provided benefit. This includes, but is not limited to, Employees who are:

- On Company premises
- While on duty in any place where Employees of any Tetra Tech International Development company are working
- Representing a Tetra Tech International Development company
- At a work function organised by a Tetra Tech International Development company
- Travelling for business related purposes.

Definitions

"Company Premises" means any place or thing used by any Tetra Tech International Development company in the course of conducting its business (whether or not owned by or within the exclusive control of a Tetra Tech International Development company) including, but not limited to:

(a) vehicles
(b) offices
(c) car parks
(d) client worksites
(e) demountables
(f) workshops
(g) warehouses
(h) kitchens.

"Employees" means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Tetra Tech International Development Group Company.

Responsibilities

Managers and Supervisors

Managers and supervisors are responsible and accountable for:

- Undertaking their duties and behaving in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards

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- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

Employees

All Employees are responsible for:

- Undertaking their duties in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- Reporting suspected corrupt conduct
- Reporting any departure from the Code of Conduct and Client Service Standards by themselves or others.

Code of Conduct

Tetra Tech International Development is a complex organisation, which involves a diversity of relationships. These relationships may be defined by differences in power, status, cultural diversity, organisational structures, contracting relationships, differing country laws, labour laws, international relationships and or national governments. It is essential in such a community that all Employees recognise and respect not only their own rights and responsibilities but also the rights and responsibilities of other members of the community and those of Tetra Tech International Development.

Tetra Tech International Development also recognises that many of their professional employees are also bound by codes of conduct or ethics defined by learned or professional societies or groups. It is recognised that these codes are not always in harmony. It is an obligation of an Employee to weigh the importance of these codes in each particular set of circumstances and notify an appropriate officer of Tetra Tech International Development where such conflict may arise.

Personal and Professional Behaviour

You should not behave in a way which has the intent or effect of offending or embarrassing other Employees or the public in a manner contrary to legislative requirements.

When carrying out your duties, you will:

- Obey any lawful direction from a person who has the authority to give the direction. If you have a dispute about carrying out a direction you may appeal to your senior manager.
- Behave honestly and with integrity. You will avoid behaviour that could suggest that you are not following these principles. This will include a duty to report other Employees who are behaving dishonestly.
- Make sure that you carry out your work efficiently, economically and effectively as you are able and that the standard of your work reflects favourably on yourself and the company.
- Follow the policies of the company in all aspects of work to achieve outcomes that are socially responsible and sustainable.
- Treat Employees, clients and stakeholders with respect.
- Maintain individuals' rights to privacy and undertake to keep personal information in confidence.
- Do not use, possess or distribute pornographic or offensive materials.
- Comply with all national and international laws.
- When representing the Company in public forums:
  - Employees at all levels represent the Company in the course of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
  - Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
  - Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

Conflict of Interest

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Potential for conflict of interest arises when it is likely that you could be influenced, or it could be perceived that you are influenced by a personal interest when carrying out your duties. Conflicts of interest that lead to biased decision making may constitute corrupt conduct.

Some situations that may give rise to a conflict of interest include situations where you have:

- Financial interests in a matter the company deals with or you are aware that your friends or relatives have a financial interest in the matter
- Directorships/Management of outside organisations
- Membership of Boards of outside organisations
- Personal relationships with the people the company is dealing with which go beyond the level of a professional working relationship
- Secondary employment, business, commercial, or other activities outside of the workplace which impacts on clients and/or Employees of the company
- Involvement in party political activities
- Access to information that can be used for personal gain.

You may often be the only person aware of potential for conflict. Therefore, it is your responsibility to avoid any financial or other interest that could compromise your ability to perform your duties impartially. It is also your responsibility to report any potential or actual conflicts of interest to your manager.

If you are uncertain whether a conflict exists, you should discuss that matter with your manager and attempt to resolve any conflicts that may exist.

You must not submit or accept any bribe, or other improper inducement. Any advances of this nature are to be reported to senior management. If you are dealing with, or having access to, sensitive information, you should be particularly alert to inappropriate attempts to influence you.

Outside employment/other external business activities

If you work full time for the company and you wish to engage in paid employment/other business activities (including participation in family company) outside your official duties, you are required to seek the approval of your manager and Human Resources. The approval should not be unreasonably withheld. However, if there is any real or potential conflict of interest the duties of your position with the company must come first.

If you work for the company on a part time or casual basis, you are required to advise your manager and Human Resources of any real or potential conflict of interest between your employment for the company and any other employment.

The company can request the details of any other employment in the event of allegations of conflict of interest.

Public Comment

Individuals have a right to give their opinions on political and social issues in their private capacity as members of the community.

Employees must not make official comment on matters relating to the company unless they are:

- Authorised to do so by the Managing Director and CEO
- Giving evidence in court
- Otherwise authorised or required to by law.

Employees cannot release the contents of unpublished or privileged knowledge unless they have the authority to do so.

Use of Company Resources

Employees must ensure responsible management and security in the use of Tetra Tech International Development resources and any resources managed by them for or on behalf of others.

(1) Requests to use company resources outside core business time should be referred to management (or person authorised to handle such matters), for approval.

If Employees are authorised to use company resources outside core business times, they must take responsibility for maintaining, replacing, and safeguarding the property and following any special

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directions or conditions which apply. Company resources can include equipment, typing facilities, photocopiers, computers, tools, motor vehicles etc.

Employees using company resources ***without*** obtaining prior approval could face disciplinary and/or criminal action. Company resources are not to be used for any private commercial purposes (e.g. for 'profit' purposes) under any circumstances.

Security of Information

Employees are to make sure that confidential and sensitive information in any form (e.g. documents, computers files) cannot be accessed by unauthorised persons. Sensitive material should be securely stored overnight or when unattended.

Employees must ensure that confidential information is only discussed with people who are authorised to have access to it. It is considered a serious area of misconduct to deliberately release confidential documents or information to unauthorised persons and may incur disciplinary action.

Intellectual Property / Copyright

The term 'intellectual property' includes the rights relating to scientific discoveries, industrial designs, trademarks, service marks, commercial names and designations, and inventions.

Tetra Tech International Development is the owner of intellectual property created by Employees in the course of employment unless a specific prior agreement has been made. Employees must clarify the intellectual property position before making any use of that property.

Discrimination, Harassment and Workplace Bullying

Employees must not harass, discriminate against, or support others who harass and discriminate against colleagues or members of the public on the grounds of sex, pregnancy, marital status, age, race (including their colour, nationality, descent, ethnic or religious background), physical or intellectual impairment, homosexuality, or transgender. Employees also must not participate in any form of workplace bullying or support others who do so.

Any employee who uses any of Tetra Tech International Development's resources to perpetrate harassment or domestic violence (e.g. use of work phones, use of cars, use of workspaces etc.) will be subjected to disciplinary processes, which may include termination of their employment.

Managers must make sure that the workplace is free from all forms of harassment, unlawful discrimination, and workplace bullying. They should understand and apply the principles of Equal Employment Opportunity and ensure that the Employee they supervise are informed of these principles and are made aware of the Grievance Handling procedures.

In addition, Tetra Tech International Development does not condone any form of domestic violence and is committed to ensuring the Employees are provided with information, training, and support on how to effectively address domestic violence.

Sexual exploitation and abuse

Employees are obliged to create and maintain an environment which prevents sexual exploitation, abuse, and harassment.

To protect all stakeholders in all situations, Employees while on duty and off duty, must never:

- Sexually exploit or sexually abuse any individual
- Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence.
- Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying, and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
- Consume, purchase, sell, possess, and distribute any forms of child pornography.
- Exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.

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- Exploit the vulnerability of any target group in the context of development, humanitarian, and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

Child Protection

For the purposes of this Code of Conduct and Client Service Standards, a child is any person under the age of 18 years.

The onus is on all Employees to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse when working for Tetra Tech International Development.

When carrying out your duties, you will:

- Treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- Not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- Not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts
- Wherever possible, ensure that another adult is present when working in the proximity of children
- Not invite unaccompanied children into your home, unless they are at immediate risk of injury or in physical danger
- Not sleep close to unsupervised children unless absolutely necessary, in which case you will obtain your supervisor's permission, and ensure that another adult is present if possible
- Use any computers, mobile phones, video cameras, cameras, or social media appropriately, and never to exploit or harass children or to access child exploitation material through any medium
- Not use physical punishment on children
- Not hire children for domestic or other labour, which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- Comply with all relevant Australian and local legislation, including labour laws in relation to child labour
- Immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures
- Immediately disclose all charges, convictions, and other outcomes of an offence, which occurred before or occurs during your association with Tetra Tech International Development that relate to child exploitation and abuse.

When photographing or filming a child or using children's images for work related purposes, you will:

- Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child
- Obtain informed consent from the child and parent or guardian of the child before photographing or filming a child and in doing so, you must explain how the photograph or film will be used
- Ensure photographs, films, videos, and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
- Ensure images are honest representations of the context and the facts
- Ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.
- Breaches of this child protection Code of Conduct and Client Service Standards may result in disciplinary and/or criminal action.

Corrupt Conduct

Corrupt conduct commonly involves the dishonest or partial use of power or position that results in one person/group being advantaged over another. Corruption can take many forms including, but not limited to:

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- Official misconduct
- Bribery and blackmail
- Unauthorised use of confidential information
- Fraud
- Theft.

Any form of corrupt conduct will not be tolerated by the company. Disciplinary action up to and including dismissal will be taken in the event of any Employee participating in corrupt conduct.

Occupational Health & Safety

It is the responsibility of all Employees to act in accordance with the occupational health and safety legislation, regulations and policies and their respective organisations and use security and safety equipment provided.

Specifically, all Employees are responsible for safety in their work area by:

- Following the safety and security directives of management
- Advising management of areas where there is a potential problem in safety and reporting suspicious occurrences
- Minimising risks in the workplace.

Conduct of Current / Former Employees

Employees should not misuse their position to obtain opportunities for future employment.

Employees should not allow themselves or their work to be influenced by plans for, or offers of employment outside of Tetra Tech International Development. If they do there is a conflict of interest and their integrity and that of Tetra Tech International Development is at risk.

Former Employees should not use or take advantage of confidential information obtained in the course of their official duties that may lead to gain or profit, until it has become publicly available.

Client Service Standards

All Tetra Tech International Development staff and team members are committed to the following Client Service Standards:

- Implement activities professionally, with a focus on quality, developmental impact and long-term sustainability and with proper regard to cross-cutting development policies, such as gender and the environment, and the whole-of-government approach to development.
- Maintain productive relationships with their counterpart Government and activity stakeholders. This includes a genuine focus on transferring skills to counterparts and promoting counterparts' longer term 'ownership' throughout the delivery of the activity.
- Focus on achieving results and outcomes in a manner that is always accountable and demonstrates probity, procedural fairness, and value for money.
- Take responsibility for progress of activities, consulting actively with the client and their counterpart on important problems and issues.
- Use experience and judgement to identify substantive problems in advance and then approach the client (and where appropriate the counterpart) with well-considered, well costed, options and recommendations.
- Demonstrate value adding, innovation, analytical rigour and quality assurance in project or activity management. This includes ensuring quality, clarity and accuracy of reporting, invoicing, and financial management.
- Promote high standards of personal conduct/behaviour, teamwork, and respect at all times. Lapses in these areas undermine relationships with counterparts, undermine activity effectiveness and reflect poorly on the client.
- Never make decisions that are the proper preserve of foreign governments and/or the funding agency, which alter the substance of the activity or create 'surprises' for the client or the counterpart.

Breaches of the Code of Conduct and Client Service Standards

Employees should note that breaches of certain sections of this Code of Conduct and Client Service Standards may be punishable under laws and legislation.

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Breaches of this Code of Conduct and Client Service Standards may lead to disciplinary action. The process for disciplinary action is outlined in Tetra Tech International Development policies and guidelines, relevant industrial awards, and agreements.

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

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

Name:	
Position:	
Program:	
Signature:	

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Annexure 2 – Work Order

This Work Order is issued by Tetra Tech International Development under the deed entitled "Common Services Deed Terms for Pael of Technical Experts" between the Contractor and Tetra Tech International Development Ltd (**Common Service Terms Deed**).

The Contractor's Proposal dated ….. / …… / 202… is accepted, subject to the terms and requirements set out below in this Work Order.

Work Order No: #

1	**Contractor**	*[Example Contractor Pty Ltd]* **Deed Reference Number:** Agreement name [GS – <number> <title> <date>]
2	**Services**	*[Insert detailed description of the Services required].*
3	**Goods**	**NOT USED**
4	**Milestone Dates / Payment Schedule**	☐ Milestones / payment schedule (if any) set out in Contractor's Proposal agreed ☐ Outputs / milestones associated with Services must be completed and delivered according to the schedule set out in <<<< specify >>>>
5	**Additional Warranties**	☒ **Not applicable** ☐ Agreed as per Contractor's Proposal ☐ If not agreed, Additional Warranties set out below to apply: *[Insert special / additional warranties that are required, if any]*
6	**Price and Budget**	Total amount due and payable in connection with this Work Order: AUD$xx,xxxx The amount above is calculated in accordance with fixed prices / rates in ☐ Schedule of Prices (Annex 3). ☐ Contractor's Proposal Price and budget set out in Contractor's Proposal ☐**Agreed** ☐ **Not agreed** Tetra Tech International Development and Contractor have agreed the following prices and budget will apply: *[Insert reference to document where price and budget documented]*
7	**Reimbursable Costs**	☐ Reimbursable Costs (including Tax) of any kind will **not** be reimbursed to the Contractor. Tetra Tech may its discretion authorise the Contractor to incur and be reimbursed for out of pocket expenses ☐ **Yes**. The following Reimbursable Costs may be paid: …… …… ……
8	**Payment Terms**	☐ Payment within 30 days according to Payment Schedule at Item 4 (if specified) on receipt of valid tax invoice and confirming Contractor's completion / performance in accordance with agreed milestones / contract requirements ☐ The following alternative payment terms apply:

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		[For example: Tetra Tech International Development must pay the Contractor the Price for the Services provided within 14 days of the later of receiving a valid tax invoice and completion of the Services, subject to the terms and conditions in this Work Order and the Common Service Terms Deed
9	**Partner Country**	*Country where services are to be delivered*
10	**Governing Jurisdiction**	Australia
11	**Liability Cap**	Not Used
12	**Special Conditions**	☐ Personnel must meet Tetra Tech International Development's and/or Client's referee, vetting and background check requirements, including police / criminal history check. **Tetra Tech International Development may, at its sole discretion, terminate the deed, or the Contract to which this Work Order relates, if a member of the Contractor's Personnel does not meet Tetra Tech International Development's and/or the Client's standards in relation to the outcome or findings of referee check, vetting or background / police / criminal history checks** ☐ All Personnel engaged in any aspect of delivery of the Services that require or may have cause to, receive, handle or access information that has been provided by the Client or that relate to the engagement must sign a confidentiality undertaking in the format set out in Attachment B.

1. The Contractor has offered under clause 3 of the deed specified in Item 1 above (the "**deed**") to provide the Services to Tetra Tech International Development. Tetra Tech International Development accept this offer on the terms and conditions set out in the deed and issues this Work Order in accordance with clause 4 of the deed.
2. Subject to clause 5.3 of the deed, if there is an inconsistency between this Work Order and any other provisions of the deed, the deed will prevail to the extent of the inconsistency.

EXECUTED as a CONTRACT

Signed for and on behalf of Tetra Tech International Development Ltd:

Signature: …… Date: ……

Name: ……

Position: ……

Accepted for and on behalf of the Contractor:

Signature: …… Date: ……

Print name of signatory and title:……, being an authorised officer

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Annexure 3 – Contractor's Schedule of Prices and Rates

All prices and rates are **exclusive of GST / Services Tax** (where applicable) and are **fixed.**

Type:	Rates (AUD):
Full Day (per 8 hour day)	

Prices for the Services are as agreed by Tetra Tech International Development in the relevant Work Order.

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Annexure 4 – NOT USED

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Annexure 5 – Special Conditions for Deed and Work Order

1. Insurances

a. Adequate property insurance covering any material created under this Agreement, supplies and the reinstatement of data while in the care, custody or control of the Contractor for its full replacement value.

b. Adequate Professional Indemnity insurance to cover the Contractor's obligations under this Agreement. The Contractor must maintain the necessary insurance for the term of this Agreement and until the expiration of 3 years after the end of the Term.

c. Adequate medical insurance for its Personnel who are engaged outside their country of permanent residence, which includes cover for medical / emergency evacuation resulting from an insured event for Personnel.

2. Deed Special Conditions

2.1 Unless the context otherwise requires, the Goods / Services to be delivered under this Deed must comply with the requirements of the following Special Conditions:

a. Personnel must meet Tetra Tech International Development's and/or Client's referee, vetting and background check requirements, including police / criminal history check.

b. All Personnel engaged in any aspect of delivery of the Services that require or may have cause to, receive, handle or access information that has been provided by the Client or that relate to the engagement must sign a confidentiality undertaking in the format set out in Attachment B.

Intellectual Property Rights

2.2 The clauses below do not affect the ownership of the Intellectual Property Rights in any Pre-Existing Contractor Material or Third-Party Material.

2.3 "**Material**" means any ideas, discoveries, inventions, information, data, compilations, records, designs, works, technology, software, methods, processes, formulas, names, logos or any other thing of any kind in which Intellectual Property Rights or other rights subsist.

2.4 "**Deed Material**" means any Material created by the Contractor on or following the Commencement Date, for the purposes of or as a result of performing its obligations under this Deed.

2.5 "**Pre-Existing Contractor Material**" means any Material made available by the Contractor for use in the provision of the Services that existed prior to the Deed Period and was developed by the Contractor independently from this Deed or is subsequently brought into existence other than as a result of the performance of this Deed, and is embodied in, or attaches to, Deed Material or the Services, or is otherwise necessarily related to the performance, functioning or operation of the Services.

2.6 "**Third Party Material**" means any material made available by the Contractor for the purpose of the Deed in which a third party holds Intellectual Property Rights.

2.7 The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before using or incorporating any Pre-Existing Contractor Material or Third-Party Material available in the Services.

2.8 Except where otherwise agreed in writing with Tetra Tech International Development and the Client, all Intellectual Property Rights in the Deed Material vest in Tetra Tech International Development on creation.

2.9 To the extent that:

i. Tetra Tech International Development needs to use any of the Pre-Existing Contractor Material or Third-Party Material to receive the full benefit of the Services, the Contractor

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grants to, or must obtain for Tetra Tech International Development, a perpetual, irrevocable, world-wide, royalty free, non-exclusive licence that includes the right to sublicense, use, reproduce, adapt, modify and communicate that Pre-Existing Contractor Material or Third-Party Material;

ii. the Contractor needs to use any of the Deed Material, Tetra Tech International Development grants to the Contractor, subject to any conditions or restrictions specified by Tetra Tech International Development, a world-wide, royalty-free, non-exclusive, non-transferable licence that includes the right to sublicense, use, reproduce, adapt, modify, distribute and communicate such Deed Material solely for the purpose of providing the Services.

2.10 The licence granted to Tetra Tech International Development under Clause 2.9(i) does not include a right to exploit the Pre-Existing Contractor Material or Third-Party Material for commercial purposes.

2.11 The licence granted to the Contractor under Clause 2.9(ii) does not include a right to exploit the Deed Material for commercial purposes.

2.12 The Contractor indemnifies Tetra Tech International Development, its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other Intellectual Property Rights, by reason of Tetra Tech International Development receipt or enjoyment of the Services.

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ATTACHMENT A – SCOPE OF SERVICES

1 Purpose

The purpose of the Scope of Services (SOS) is to set out the potential delivery of technical services and/or support program activities that may be provided by the Contractor.

The detailed requirements for specific projects will be outlined in Work Orders issued under this agreement. **A template for the Work Order is set out at Annexure 2 of the deed.**

This agreement allows for Tetra Tech International Development to engage the Contractor by requesting that the Contractor submit a proposal for the work that is required.

2 Background

<<< INSERT BACKGROUND ON PROJECT >>>.

3 Service Requirements for Services Provided by Contractors

Contractors will be engaged to:

(a) [As per the Requirements set out in the EOI Invitation] …..

(b) …..

(c) ….. etc

(d) Ensure relevant DFAT policies, including but not limited to, GEDSI, Child Protection, Public Diplomacy/Branding, and Mutual Confidentiality, are complied with in the delivery of Program activities.

Tetra Tech will issue a Work Order to the Contractor for each assignment. The Work Order will contain the objectives, deliverables (including personnel), outputs, and budget for each assignment.

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ATTACHMENT B – CONFIDENTIALITY DEED

THIS DEED POLL is made on the day of 2024 *insert date here*

in favour of **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade ("**DFAT**").

BY Name of **Street Address**, **Suburb**, **City**, **Province / State**, **Country** (the "**Recipient**").

RECITALS

A. DFAT and **Tetra Tech International Development Pty Ltd** (the "**Contractor**") have entered into a Contract for the purpose of a project in Project Location (the "**Project**").

B. The Recipient will be engaged directly or indirectly by the Contractor to work on the project.

C. The Recipient, in carrying out that work, may be given access to Confidential Information.

D. The Recipient understands that the improper use or disclosure of DFAT's Confidential Information may damage DFAT and impair its ability to perform its functions.

E. DFAT requires the Recipient to enter into this Deed to ensure that the Confidential Information is protected by the Recipient.

THE RECIPIENT DECLARES AND AGREES AS FOLLOWS:

1 INTERPRETATION

In this Deed, unless the contrary intention appears:

'**Commonwealth**' means the Government of the Commonwealth of Australia.

'Confidential Information' means information:

a) that is designated by DFAT or the Contractor as confidential; or

b) that the Recipient knows or ought to know is confidential,

and includes to the extent that it is confidential:

c) information comprised in or relating to any Intellectual Property of DFAT, the Contractor or third parties where the third-party Intellectual Property is made available by or on behalf of DFAT or the Contractor;

d) information relating to the internal management and structure of the Department of Foreign Affairs and Trade, DFAT or the Commonwealth of Australia;

e) Data; and

f) personal information under the Privacy Act 1988,

but does not include information which:

g) is or becomes public knowledge other than by breach of this Deed, the Contract or other obligation of confidentiality; or

h) was known by the Contractor prior to DFAT or the Contractor disclosing the information to the Recipient.

'**Contract**' is the agreement between the Contractor and the Recipient that sets out the terms and conditions on which the Recipient is, or will be, engaged to provide services for the Project.

'**Data**' includes any information provided to the Contractor under this Contract from any source or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

'**DFAT**' means the Department of Foreign Affairs and Trade.

'**Intellectual Property Rights**' means all intellectual property rights, including but not limited to, the following rights:

a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks), domain names and any right to have confidential information kept confidential;

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b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

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

2 CONFIDENTIAL INFORMATION

2.1 The Recipient acknowledges and agrees that:

a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;

b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and

c) improper use or disclosure of Confidential Information would damage the DFAT, the Government of Australia and Tetra Tech.

3 RESTRICTIONS ON USE

3.1 The Recipient must:

a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;

b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;

c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth or the Contractor if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;

d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth or the Contractor, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and

e) if required by the Commonwealth:

i. permit the Commonwealth reasonable access to the Recipient's premises and information management systems to ensure or check compliance with this undertaking; and

ii. provide to the Commonwealth a statutory declaration of an officer of the Contractor stating that:

A. paragraph 3.1(d) has been complied with; and

B. if documents containing Confidential Information are beyond the Recipient's possession or control, stating the full details of location of the documents and identity of the person who has control of them.

3.2 The Recipient agrees that:

a) I will use the Confidential Information only for the purpose of my duties in respect of performance of the Contractor's obligations under the Contract.

b) I will not copy or record the Confidential Information without the approval of DFAT.

c) I will not allow any other person other than DFAT access to the Confidential Information.

d) I will take all necessary precautions to prevent accidental disclosure or, unauthorised access to or copying of the Confidential Information in my control.

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e) if I am required or anticipate or have cause to anticipate that I may be required by law, to disclose Confidential Information, I must immediately notify DFAT of the actual or anticipated requirement and use my best endeavours (without breach of applicable law) to delay and withhold disclosure until DFAT has had a reasonable opportunity to oppose disclosure by lawful means.

5 POWERS OF DFAT

a) Immediately upon request by DFAT or the Contractor, I must deliver to DFAT or the Contractor all documents in my possession or control containing Confidential Information.

b) If at the time of such a request I am aware that documents containing Confidential Information are beyond my possession or control, then I must provide full details of the location of the documents and the identity of the person who has control of them.

4 PERSONAL INFORMATION

The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the *Privacy Act 1988* (Cth) as if the Recipient were an "**Agency**" as defined by that Act.

5 MISCELLAENOUS

a) This Deed Poll records the entire agreement between the parties in relation to its subject matter.

b) No variation of this Deed Poll is binding unless it is agreed in writing between the parties.

c) Any reading down or severance of a particular provision of this Deed Poll does not affect the other provisions of this Deed Poll.

d) No failure by DFAT to exercise, or delay by DFAT in exercising, any right in respect of this Deed operates as a waiver of that right.

e) A single or partial exercise by DFAT of any right in respect of this Deed does not prevent the further exercise of that right or of any other right in respect of this Deed.

6 SURVIVAL OF OBLIGATIONS

The obligations in this Deed are perpetual and survive termination of the Recipient's employment with the Contractor.

EXECUTED as a deed poll.

Signed, sealed and delivered by Recipient Name

in the presence of:

……

Signature of **Recipient Name**

……..

Signature of witness

……..

Name of witness ***(Print)***

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