



Date: XX XXXXXX 2022

Ms/Mr/Mrs XXXXXX

<<<Business/Organisation Name>>>

<<<Address>>>

<<<Address>>>

Phone: XXXXXXXX Email: XXXXXXXX

Dear Ms/Mr/Mrs XXXX,

RE: GS-XXXX - Standing Offer Letter of Agreement for <<<Panel of Specialist Services Name>>>

RECITALS

- A. **Tetra Tech International Development Pty Ltd** (ACN 007 889 081) of Level 3, 33 Richmond Road, Keswick, South Australia, 5035 (“Tetra Tech International Development”) carries on the business of a management Service Provider and international project manager.
- B. In the course of its business, Tetra Tech International Development engages the specialist services of various Consultants (as Service Providers) specifically in connection with the Project described in the Annexure B.
- C. The Service Provider carries on the business of a specialist Consultant in the field specified in Annexure B of this document.
- D. Tetra Tech International Development engages the Service Provider on a short-term basis to provide the Services and the Service Provider agrees to provide the Services on the terms of this Agreement.

The Parties agree that the Recitals are true and form an operative part of this Agreement.

Tetra Tech International Development confirms the appointment of <<<ANDI Pacific Developments Ltd (“Service Provider”) to carry out Gender Equality, Disability and Social Inclusion (GEDSI) Capacity Building for Facility programs, Government Partners and Civil Society Organisations (CSOs) in Fiji and Tuvalu (“Project”).>>>

Unless otherwise specified in the Letter of Agreement, the appointment of the Service Provider shall be governed by:

- a) This Letter of Agreement;
- b) Annexure A – The Terms and Conditions of the Appointment, a copy of which is attached to the Letter of Agreement (“Terms and Conditions”); and
- c) Annexure B – Services to be Rendered by Service Provider
- d) Annexure C – Commercial Offer dated <<<----->>>
- e) Annexure D – Tetra Tech International Development’s Code of Conduct & Client Service Standards

The Parties agree that the Terms and Conditions will apply to and form part of the Letter of Agreement as if those Terms and Conditions were set out in full.

Words in the Letter of Agreement which are defined in the Terms and Conditions shall be ascribed the same meaning as in the Terms and Conditions.

1 SCOPE OF SERVICES AND TERMS

The Letter of Agreement confirms the appointment of the Service Provider to carry out services as specified in Annexure “B” to the Letter of Agreement (“Services”) and as specifically contracted by individual Tasking Notes according to the template provided at Annexure “C”.

The Services are to commence on the date specified in the relevant Tasking Note and be completed by the end of date specified in the Tasking Note.

The Service Provider acknowledges that the Services to be provided are short term.

The Services must:

- a) be free from defects in performance;
- b) meet their purpose; and
- c) be complete and in accordance with the description in Annexure B and as contracted by each specific Tasking Note

The Service Provider shall commence the Services the date stated in a Tasking Note and the appointment shall continue until terminated in accordance with the provisions of the Terms and Conditions or otherwise by law or until the Services are completed.

2 FEES

The Service Provider acknowledges that Tetra Tech International Development shall directly pay the Service Provider the fee (“Fee”) as negotiated and specified in each Tasking Note, which shall be payable in the manner and at such times as is further described below:

Tetra Tech International Development is to make payment to the Service Provider within 30 days from receipt of an accepted payment claim.

- a) The Service Provider agrees that any amount paid by Tetra Tech International Development under this agreement can be taken to offset against any claims of underpayment at a later date.
- b) Payment claim is to be addressed to the following:

Fiji Program Support Facility
C/o <<<name & position>>>
Level 1 Sabrina Building
Corner of Gordon Street and Victoria Parade
Suva

3 INSURANCE

The Service Provider shall effect and maintain in accordance with the Terms and Conditions the following policies of insurance. Certificates of currency for each of the policies are to be issued to Tetra Tech Projects prior to signing of this Letter of Agreement:

- a) Professional indemnity insurance – to be determined
- b) Public liability insurance – to be determined
- c) Workers’ compensation Insurance – as legislated

4 REPRESENTATIVES

The Service Provider and Tetra Tech International Development each agree to nominate the following representatives for the purpose of receiving and giving instructions in respect of the Services and the Project and for dealing with all matters pertaining to this Letter of Agreement:

a) <<<Company/Business Name>>> - Name of Rep>>>

b) <<<Tetra Tech’s Representative – Name of Rep>>>

If you agree to the terms and conditions of the appointment, please sign below and return a copy to this office.

We look forward to working with you on the delivery of the Services as per each specific Tasking Note.

Yours sincerely,

.....
<<<Operations Manager Name>>>

For and on behalf of
Tetra Tech International Development Pty Ltd
Fiji Program Support Facility

I /We _____ hereby accept the terms and conditions of the appointment as set out in this Letter of Agreement and the attached terms and conditions.

.....
For and on behalf of <<<Company/Business Name>>>

.....
Date

Enclosures:

- 1. Annexure “A” - Terms and Conditions of Appointment of the Service Provider.
- 2. Annexure “B” – Services to be Rendered by the Service Provider.
- 3. Annexure “C” – Tasking Note Template
- 4. Annexure “D” – Commercial Offer
- 5. Annexure “E” – Code of Conduct and Client Service Standards

ANNEXURE “A” - TERMS AND CONDITIONS OF APPOINTMENT

1. Tetra Tech International Development Pty Ltd engages the Service Provider, and the Service Provider accepts the Agreement to provide the services specified in Annexure “B” (“Services”) and the Service Provider fee proposal.
2. The Service Provider shall exercise a professional standard of skill, care and diligence in the performance of the Services.
3. The Service Provider acknowledges that Tetra Tech International Development shall directly pay the Service Provider the fee (“Fee”) specified in the Letter of Agreement, which Fee shall be payable in the manner and at such times as is further described therein.
4. The Service Provider acknowledges and agrees not to hold Tetra Tech International Development liable in the event that Tetra Tech International Development does not pay the Service Provider in accordance with Condition 3 and Tetra Tech International Development disclaims any liability in the event that the Service Provider is not so paid by Tetra Tech International Development.
5. The Service Provider shall effect and maintain, at the Service Provider’s expense, in the name of the Service Provider, with an insurance company approved by Tetra Tech International Development, professional indemnity insurance, workers’ compensation insurance, and public liability insurance in the amounts specified in the Letter of Agreement.
6. The Service Provider indemnifies and shall keep indemnified Tetra Tech International Development Pty Ltd from and against any claim, demand, action or proceedings of any kind that may be brought (whether during or after completion of the Project) against Tetra Tech International Development Pty Ltd for loss, injury or damage to property or person to the extent that such loss, injury or damage to property or person arises out of any negligent act, error, omission or statement by the Service Provider, its servants, agents or employees in the performance of the Services.
7. The Service Provider must not infringe the Intellectual Property Rights of any person in performing its obligations under this Agreement.
All intellectual property created under the Services Agreement and relating to the Services is, from the time of creation of the right, owned by Tetra Tech International Development.
The Service Provider indemnifies Tetra Tech International Development its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of Tetra Tech International Development receipt or enjoyment of the Services.
8. Tetra Tech International Development may, by notice in writing to the Service Provider, terminate the Letter of Agreement:
 - a) immediately or at any other time if the Service Provider:
 - i. has execution levied against it; or
 - ii. has a provisional liquidator appointed or has a controller, receiver, receiver and manager, administrator, administrator or manager of any of its assets appointed; or
 - iii. becomes an externally administered body corporate; or
 - iv. passes or attempts to pass a resolution for winding up; or
 - v. enters into or attempts to enter into any composition or scheme of arrangement; or
 - b) immediately or at any other time if the Service Provider acting in the discharge of its duties is guilty of any fraudulent act or wilful misconduct; or

- c) upon giving not less than 1 months' notice in writing to the Service Provider.
9. If there is a policy or funding decision which impacts upon the Australia's overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Tetra Tech International Development, terminate or reduce the scope of the Head Contract.
 10. Without limiting Tetra Tech's rights under this Contract, at law or in equity, Tetra Tech's rights under this Clause 10 include the discretion to terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of a program or initiative for the purposes of which this Contract was entered into, does not support the achievement of value for money by DFAT.
 11. The Service Provider may, by notice in writing to Tetra Tech International Development, terminate the Letter of Agreement:
 - a) immediately or at any other time if Tetra Tech International Development:
 - i. has execution levied against it; or
 - ii. has a provisional liquidator appointed or has a controller, receiver, receiver and manager, administrator or manager of any of its assets appointed; or
 - iii. becomes an externally administered body corporate; or
 - iv. passes or attempts to pass a resolution for winding up; or
 - v. enters into or attempts to enter into any composition or scheme of arrangement; or
 - b) immediately or at any other time if Tetra Tech International Development acting in the discharge of its duties is guilty of any fraudulent act or wilful misconduct which is directly related to the Project or the Letter of Agreement; or
 - c) immediately if there is a failure to pay any instalment of the Service Provider's Fee which is properly due and payable by the due date for payment and such default continues for a period of 28 days after the Service Provider has requested payment in writing to Tetra Tech International Development.
 12. If the Letter of Agreement is terminated under Conditions 8, 9, or 11:
 - a) Tetra Tech International Development shall pay to the Service Provider any part of the Service Provider's Fee which has accrued prior to the termination but has not been paid; and
 - b) termination is without prejudice to any rights which may have accrued to either the Service Provider or Tetra Tech International Development prior to the date of termination.
 - c) the Service Provider agrees that any amount paid by Tetra Tech International Development under this agreement can be taken to offset against any claims of underpayment at a later date.
 13. If Tetra Tech International Development, Tetra Tech Projects or the Service Provider are in dispute regarding any matter arising out of the Letter of Agreement, then either party may, by notice in writing served on the other, request that such dispute be resolved by expert determination of an independent third party acceptable to both parties. If the parties do not agree to such determination within 7 days from the date of service of the notice then the dispute shall be determined by arbitration, as provided in Condition 14. If the parties do agree to a determination, the independent third party shall act as an expert and not as an arbitrator and the independent third party's decision shall be final and binding upon the parties.
 14. Disputes under or arising out of the Letter of Agreement may be referred by either party to arbitration. The arbitrator shall be a person appointed by the President for the time being of the Institute of Arbitrators and Mediators Australia (Adelaide SA). The provisions of the Commercial Arbitration Act 1985 shall apply to such arbitration.

15. The costs of any expert determination or arbitration proceedings pursuant to the Letter of Agreement shall be borne by the parties as the expert or arbitrator may direct.
16. Neither party shall assign, sublet or transfer any right or obligation under the Letter of Agreement without the written consent of the other party.
 - a) Whenever any payment is required to be made by Tetra Tech International Development in accordance with the terms of the Letter of Agreement, Tetra Tech International Development shall also pay to the Service Provider the amount of any GST required to be paid in addition to that payment and a failure to pay the same shall represent a breach of the terms of the Letter of Agreement.
 - b) Tetra Tech International Development shall pay the GST referred to in Condition 14(a) at the same time and in the same manner as Tetra Tech International Development is obliged to pay the fee to the Service Provider for the Services, unless otherwise directed by the Service Provider.
 - c) A certificate given by the Service Provider to Tetra Tech International Development of the amount of the GST referred to in Condition 16(a) shall be conclusive as between Tetra Tech International Development and the Service Provider except in the case of manifest error.
17. Each party shall pay its own costs of preparing and executing the Letter of Agreement. Any stamp duties payable on the Letter of Agreement shall be payable by Tetra Tech International Development.
18. The Service Provider acknowledges that all information obtained in connection with or incidental to the Services, including Confidential Information, is confidential to Tetra Tech International Development.
 - 18.1 The Service Provider acknowledges Subject to clause 18.2, the Service Provider must not use (other than to satisfy its obligations under this Agreement) or divulge such information to any person without Tetra Tech International Development's prior written consent.
 - 18.2 Subject to laws requiring the disclosing of information or documents, the parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, are confidential as between the parties and neither party will without the prior written consent of the other disclose any of the Confidential Material to any third party.
 - 18.3 The reference to a third party does not include Service Providers to Tetra Tech International Development or Tetra Tech International Development's employees, Directors or Secretary. It will be sufficient for the written consent of Tetra Tech International Development to be given under the hand of one of its Directors, its Secretary or one of its Senior Managers.
 - 18.4 The Service Provider must immediately notify Tetra Tech International Development if it becomes aware of any use, disclosure or distribution of information in breach of this clause 17 and must provide Tetra Tech International Development with all reasonable assistance in connection with any proceedings which Tetra Tech International Development may institute against such persons in respect of such use, disclosure or distribution.
 - 18.5 As at the End Date, the Service Provider must promptly at its own cost, deliver or cause to be delivered to Tetra Tech International Development, all records of whatsoever nature or description in its possession or under its control which relate to the Service
19. The proper law of the Letter of Agreement is the law of South Australia and each party submits to the non-exclusive jurisdiction of South Australia and any courts which have jurisdiction to hear appeals from any of those courts.

20. The Service Provider must ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- a) organisations and/or individuals associated with terrorism, and
 - b) organisations and individuals for whom Australia has imposed sanctions under: *The Charter of the United Nations Act 1945 (Cth)* and regulations made under that Act; the *Autonomous Sanctions Act 2011 (Cth)* and regulations made under that Act or the World Bank List or a Relevant List.

21. The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.

The Service Provider must ensure that its Personnel are responsible and accountable to the Service Provider for preventing and reporting any Fraud as part of their routine responsibilities.

If the Service Provider becomes aware of a Fraud, it must report the matter to Tetra Tech in writing within five (5) Business Days. The written report to Tetra Tech must be signed by a Service Provider authorised person and must include the following (where known):

- a. name of any Personnel (including any sub-Service Providers) involved;
 - b. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - c. the names of the suspected offender(s) (where known);
 - d. details of witnesses;
 - e. copies of relevant documents;
 - f. references to any relevant legislation;
 - g. a nominated contact officer;
 - h. any other relevant information (e.g., political sensitivities, any other Party or agency that has been informed, involved or that can assist with investigations); and
 - i. the current status of any inquiries commenced by the Service Provider.
22. The Service Provider warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any Party, in relation to the execution of this Contract.
23. The Service Provider and its Personnel will ensure it is compliant with all DFAT policies as applicable including:
- (a) the [Child Protection Policy](#);
 - (b) the [Preventing Sexual Exploitation, Abuse and Harassment Policy](#);
 - (c) the [Gender Equality and Women's Empowerment Policy](#);
 - (d) the [Disability Inclusive Strategy](#);
 - (e) the [Family Planning and the Aid Program: Guiding Principles](#);
 - (f) the [Environment Protection Policy](#);
 - (g) the [Displacement and Resettlement of People in Development Activities Policy](#);
 - (h) the [Guidelines for preparing Accessible Content](#);
 - (i) the [Anti-Corruption Policy](#);
 - (j) the [Counterterrorism Policy](#);
 - (k) the [Fraud Control Policy](#);
 - (l) the [Commonwealth Procurement Rules and Guidelines](#); and
 - (m) the [Commonwealth Grant Rules and Guidelines](#).

The Service Provider will sign the Code of Conduct and Client Service Standards as attached at Annexure E.

ANNEXURE “B” – SCOPE OF SERVICES

SCOPE OF SERVICES For

ANNEXURE “C” – TASKING NOTE TEMPLATE

TASKING NOTE

Tasking Note Number	
Date	
Title of Services	
Start Date	
Completion Date	
Total Number of Input Days for Services*	
Name of Individual or Organisation/Company	
Total Fees / Remuneration (FJD)	
Total Maximum Reimbursable Costs (FJD)	

*May include half-days

This Tasking Note is issued by Tetra Tech International Development in accordance with Standing Offer Contract Number _____ dated _____

1. Scope of Services

The Scope of Services to be delivered and completed by the Completion Dates specified are:

	Services Item	Detailed Requirements	Input Requirements (Days)	Required Completion Date
1				
2				
3				

2. Fees / Remuneration

The Fees/Remuneration to be paid to upon completion of the Services are:

Remuneration / Prices for Services - FJD					
	Item	Unit	No. of Units	Unit Price (FJD)	Remuneration / Price - FJD (excl. of VAT)
1					
2					
3					
Total Price					

3. Reimbursable Costs

The Reimbursable Costs to be paid to upon presentation and certification by Tetra Tech International Development of supporting documentation are:

Reimbursable Rates for Travel – FJD				
Item	Unit	Rate/Unit FJD (exclusive of VAT)	Quantity	Maximum Cost - Total FJD (exclusive of VAT)
1	Accommodation			
2	Travel allowance / Per diem for food, refreshments)			
3	Transport / vehicle hire			
4	Reimbursement rate for use of vehicle			
6	Printing, internet, telephone			
7	Other (to be specified)			

SPECIAL CONDITIONS

In accordance with section 52D of the *Health and Safety at Work (General Workplace Conditions) (Amendment) Regulations 2021* (LN 53 of 2021), prior to entering any workplace, all employees who are eligible to receive the COVID-19 vaccination must be fully vaccinated by 1 November 2021. Service-provider maybe required to provide evidence of this vaccination to Tetra Tech prior to commencement of service.

[insert if others]

If you agree to the terms and conditions of the appointment of this Tasking Note, please sign below and return a copy to this office.

We look forward to working with you on the Services.

Yours Sincerely

[Name]
For and on behalf of
Tetra Tech International Development Pty Ltd
Fiji Program Support Facility (The Facility)

I / We _____ hereby accept the terms and conditions of this Tasking Note for the Services and according to the terms and conditions of the Standing Offer Contract.

SIGNED:

| _____ |

.....
Signature

.....
Signature of Witness

.....
Name (Print)

.....
Name of Witness (Print)

.....
Date

.....
Date