

Date: XX XXXXXX 2022

Ms/Mr/Mrs XXXXXX

<<<Sole trader name>>>

<<<Address>>>

<<<Address>>>

Phone: XXXXXXXX Email: XXXXXXXX

Dear Ms/Mr/Mrs XXXX,

RE: **GS-XXXX - Standing Offer Letter of Agreement for <<<Name of Panel/activity>>>**

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 Contractor and international project manager.
- B. In the course of its business, Tetra Tech International Development engages the specialist services of various Consultants (as Contractors) specifically in connection with the Project described in the Annexure B.
- C. The Contractor 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 Contractor on a short-term basis to provide the Services and the Contractor 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 <<<Contractor Name>>> (“Contractor”) to carry out the <<<Name of activity>>> services for the **Fiji Program Support Facility (“the Facility)** (“Project”).

Unless otherwise specified in the Letter of Agreement, the appointment of the Contractor is 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 Contractor
- 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 will 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 Contractor to carry out the services as specified in Annexure “B” to the Letter of Agreement (“Services”). The appointment is to undertake Contractor services to <<<<purpose of activity for contractor>>>>.

The scope of work is to commence on xx <<<month>>> 2022 and be completed by the end of xx <<<month>>> 2023 or as indicated by the Team Leader.

The Contractor acknowledges that the Services to be provided are short term for the FEP Gender Equality Support services generally.

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.

The Contractor must commence on the date stated in this Letter of Agreement and the appointment will continue until terminated in accordance with the provisions of the Terms and Conditions or otherwise by law or until the Services are completed.

2 FEE

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 <<<XXXXXXXXXXXXXXXXXXXX>>>>
Level 1 Sabrina Building
Corner of Gordon Street and Victoria Parade
Suva

3 INSURANCE

The Contractor must 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 International Development within 7 days of receipt of this Letter of Agreement:

- a) Professional indemnity insurance – Not Required
- b) Public liability insurance – Not Required
- c) Workers’ compensation Insurance – As legislated

4 REPRESENTATIVES

The Contractor 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) <<<Individual Contractor business name (if applicable)>>> – <<<name of rep>>>
- b) Tetra Tech’s Representative – <<<xxxxxxxxxxxxxxxx>>>

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 project.

Yours Sincerely

.....
<<<<Name>>>> – <<<<Position>>>>

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 <<<<Individual
Consultant name>>>>

.....
Date

Enclosures:

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

ANNEXURE “A” - TERMS AND CONDITIONS OF APPOINTMENT

1. Tetra Tech International Development engages the Contractor, and the Contractor accepts the Agreement to provide the Services specified in Annexure “B” (“Services”) and the Fee proposal.
2. In the performance of the Services, the Contractor must exercise a professional standard of skill, care and diligence expected of a Contractor in the same profession delivering similar services.
3. The Contractor acknowledges that Tetra Tech International Development will directly pay the Contractor the Fee specified in the Letter of Agreement, which will be payable in the manner and at such times as is further described therein.
4. The Contractor acknowledges and agrees not to hold Tetra Tech International Development liable in the event that Tetra Tech International Development does not pay the Contractor in accordance with Clause 3 and Tetra Tech International Development disclaims any liability in the event that the Contractor is not so paid by Tetra Tech International Development.
5. The Contractor must effect and maintain, at the Contractor's expense, in the name of the Contractor, with an insurance company approved by Tetra Tech International Development, insurance in the amounts specified in the Letter of Agreement.
6. The Contractor indemnifies and keeps indemnified Tetra Tech International Development 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 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 Contractor, its servants, agents or employees in the performance of the Services.
7. The Contractor must not infringe the Intellectual Property Rights of any person in performing its obligations under this Letter of Agreement.
8. All intellectual property created under this Letter of Agreement and relating to the Services is, from the time of creation of the right, owned by Tetra Tech International Development.
9. 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, trademark or any other intellectual property rights, by reason of Tetra Tech International Development's receipt or enjoyment of the Services.
10. Tetra Tech International Development may, by notice in writing to the Contractor, terminate the Letter of Agreement:
 - a) immediately or at any other time if the Contractor:
 - 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 Contractor 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 Contractor.
11. 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.
 12. Without limiting Tetra Tech International Development's rights under this Contract, at law or in equity, Tetra Tech International Development's rights under this Condition 12 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.
 13. The Contractor 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 Contractor'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 Contractor has requested payment in writing to Tetra Tech International Development.
 14. If the Letter of Agreement is terminated under Conditions 8, 9, or 11:
 - a) Tetra Tech International Development must pay to the Contractor any part of the 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 Contractor or Tetra Tech International Development prior to the date of termination.
 - c) the Contractor 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.
 15. If Tetra Tech International Development or the Contractor 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 will be determined by arbitration, as provided in Clause 16. If the parties do agree to a determination, the independent third party will act as an expert and not as an arbitrator and the independent third party's decision will be final and binding upon the parties.
 16. Disputes under or arising out of the Letter of Agreement may be referred by either party to arbitration. The arbitrator must 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 will apply to such arbitration.
 17. The costs of any expert determination or arbitration proceedings pursuant to the Letter of Agreement will be borne by the parties as the expert or arbitrator may direct.

18. Neither party shall assign, sublet or transfer any right or obligation under the Letter of Agreement without the written consent of Tetra Tech International Development.
19. 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 must also pay to the Contractor the amount of any GST/VAT required to be paid in addition to that payment and a failure to pay the same is a breach of the terms of the Letter of Agreement.
20. Tetra Tech International Development must pay the GST/VAT referred to in Clause 19 at the same time and in the same manner as Tetra Tech International Development is obliged to pay the Fee to the Contractor for the Services, unless otherwise directed by the Contractor.
21. A certificate given by the Contractor to Tetra Tech International Development of the amount of the GST/VAT referred to in Condition 19 is conclusive as between Tetra Tech International Development and the Contractor, except in the case of manifest error.
22. Each party must pay its own costs of preparing and executing the Letter of Agreement. Any stamp duties payable on the Letter of Agreement will be payable by Tetra Tech International Development.
23. The Contractor acknowledges that all information obtained in connection with or incidental to the Services, including Confidential Information, is confidential to Tetra Tech International Development.
24. The Contractor acknowledges subject to Condition 25, the Contractor 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.
25. 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.
26. The reference to a third party does not include Contractors 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.
27. The Contractor must immediately notify Tetra Tech International Development if it becomes aware of any use, disclosure or distribution of information in breach of Condition 24 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.
28. As at the End Date, the Contractor 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
29. 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.
30. The Contractor 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.
31. The Contractor 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.
 32. The Contractor must ensure that its Personnel are responsible and accountable to the Contractor for preventing and reporting any Fraud as part of their routine responsibilities.
 33. If the Contractor becomes aware of a Fraud, it must report the matter to Tetra Tech International Development in writing within five (5) Business Days. The written report to Tetra Tech International Development must be signed by a Contractor authorised person and must include the following (where known):
 - a. name of any Personnel (including any sub-contractors) 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 Contractor.
 34. The Contractor 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.
 35. The Contractor 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

ANNEXURE “D” – CODE OF CONDUCT AND CLIENT SERVICE STANDARDS

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
- 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

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.

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 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.
- 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:

- 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.

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.

I acknowledge that I have read and understood the above Code of Conduct and Client Service Standards and will comply with its contents.

Name:	
Position:	
Program:	
Signature:	

Acknowledged by Tetra Tech International Development

Name:	
Signature:	