



Australian Government

Department of Regional Australia, Local Government, Arts and Sport

Variation of Funding Agreement

DEED OF AGREEMENT

THIS DEED OF AGREEMENT ("Deed") is made this 24 of July 2013.

BETWEEN

COMMONWEALTH OF AUSTRALIA ("the Commonwealth") represented by and acting through the Department of Regional Australia, Local Government, Arts and Sport, ABN 37 862 725 624 of Garema Court, Garema Place, Canberra ACT 2601

AND

AUSTRALIAN CAPITAL TERRITORY represented by Sport and Recreation Services, Economic Development Directorate, ABN 72 397 293 490 of Ground Floor Annex, 220 Northbourne Avenue, Braddon, ACT, 2612 ("the Recipient").

RECITALS:

- A. The Commonwealth and the Recipient entered into an agreement dated 21st day of August 2012 relating to Indigenous Sport and Active Recreation Program - Indigenous Sport Development Officer.
- B. The Commonwealth and the Recipient wish to vary the agreement, referred to in Recital A, as set out below.

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1 INTERPRETATION

- 1.1 "Principal Agreement" means the agreement between the Commonwealth and the Recipient dated 21 August 2012.

- 1.2 The Principal Agreement shall be read and construed as one with this Deed and shall continue to be in force except as varied by this Deed.
- 1.3 Unless the contrary intention appears in this Deed, an expression used in this Deed is taken to have the same meaning as it has in the Principal Agreement.

2 VARIATIONS

2.1 The Principal Agreement is hereby varied by:

- (a) in Schedule 1 clause 3.4, deleting the words “ends on 30 June 2013” and substituting with “ends on 30 June 2014”;
- (b) deleting clause 5.1 in Schedule 1 and substituting with the following: “The total Funding for the Activity is \$109,852 excluding GST.”;
- (c) adding the following to clause 5.2 in schedule 1 “(b) \$55,604 on execution of this Deed of Variation.”
- (d) Deleting clause 6 of Schedule 1 and replacing it with the following table:

Expenditure Item	Funding		TOTAL
1 part time ISDO Salary 2012-13	\$54,248		\$54,248
1 part time ISDO Salary 2013-14	\$55,604		\$55,604
		Total Cost:	\$109,852

- (e) Adding the following words to Schedule 1 clause 9.2.1 “, 31 July 2013 and 31 January 2014.”
- (f) In schedule 1 clause 9.3.1 delete the words “the Progress Report by 31 January 2013 and the Final Report by 31 July 2013” and substitute the following words: “all Progress and Final Reports required under this Agreement.”
- (g) In Schedule 1 clause 9.4.1 delete the words “2013” and substitute the following words: “2014.”
- (h) Deleting clause 9.5.1 of Schedule 1 and replacing it with the following words: “Provide an annual financial acquittal for the 2012/13 financial year by 30 September 2013 and for 2013/14 financial year by 30 September 2014 detailing Funding received from both the Department and other sources and expenditure against major expense areas.”

- (i) Replace the Contact Details Specified in Schedule 1 Clause 16.1 with
[REDACTED]
Director, Sport Programs
Office for Sport, Department of Regional Australia, Local
Government, Arts and Sport,
T: 02 6210 2734
Email: [REDACTED]
- (j) In Annexure 1 Timeframes, deleting 30 June 2013 and replacing with 30 June 2014.
- (k) In Annexure 1 Part B – Reporting Obligations deleting “Final Report” and replacing it with “Progress Report”.
- (l) Adding the following to Annexure 1 Part B - Reporting Obligations:

Progress Report: 31 January 2014

Summary of program achievements and expenditure to date in a format prescribe by DRALGAS (1 July 2013 to 31 December 2013), including statement of expenditure of funds up to the date of the reporting.

Final Report: 31 July 2014

Summary of program achievements and expenditure to date in a format prescribe by DRALGAS (1 January 2014 to 30 June 2014), including statement of expenditure of funds up to the date of the reporting.

Annual Financial Report: 30 September 2014

Provide an annual financial acquittal for the 2013/14 financial year detailing income received from both DRALGAS and other sources and expenditure against major expense areas. This should be endorsed by the Departments financial manager.

3 PAYMENT ACKNOWLEDGEMENT

- 3.1 The parties acknowledge that the amount of \$54,248 (GST exclusive) has already been paid to the Recipient as part of the funds payable under the Principal Agreement.

4 ENTIRE AGREEMENT

- 4.1 The Principal Agreement, as varied by this Deed, comprises the entire agreement between the parties.

5 EXECUTION

Executed by the parties as a Deed on the date written above.

SIGNED, SEALED AND DELIVERED for
and on behalf of the Commonwealth of
Australia as represented by the Department of
Regional Australia, Local Government, Arts
and Sport ABN 37 862 725 624
by:

ANNE-MARIE FRASER
Anne-Marie Fraser Director Sport Programs

A. Fraser
Signature

In the presence of:

CELIA STREET
Name of witness

Celia Street
Signature of witness

Executed for and on behalf of the **Australian
Capital Territory** represented and acting
through the **Sport and Recreation Services
Economic Development Directorate**
ABN 13 078 452 725 by

Jenny Priest

..... who by signing
warrants that they have the authority to bind the
Australian Capital Territory in the presence of:

Signatory

Jenny Priest
sign here

Witness

Simon Dolejsi
sign here

Name and occupation of Witness

Simon Dolejsi - Public Servant
please print