



**Australian Government**

**Department of the Environment and Energy**

## DEED OF VARIATION

Deed of Variation in relation to the provision of Consultancy Services to develop a Low Emissions Technology Roadmap

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Commonwealth of Australia as represented by the Department of the Environment and Energy  
ABN 34 190 894 983 (**Customer**)

Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230  
(**Supplier**)

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## **5. Miscellaneous**

### **5.1 Counterparts**

This deed may be executed in counterparts. All executed counterparts constitute one document.

### **5.2 Governing law and jurisdiction**

This deed is governed by the law of the Australian Capital Territory and each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

## 2. Variation to Contract

With effect from the date of this deed, the Agreement is varied by:

- (a) Delete references to 'Department of Industry, Innovation and Science' and 'Department of the Environment' and insert 'Department of Environment and Energy'.
- (b) Delete all references to '74 599 608 295' and insert '34 190 894 983' as the relevant ABN for the Department of Environment and Energy.
- (c) In WO.6 delete the words "5. Milestone 5: Final report (16 December 2016, \$100,000 final payment). Final Steering Committee Meeting" and insert the following:

"5. Milestone 5: Final Report (\$100,000 final payment) by 27 January 2017

6. Milestone 6: Report design and production (27 February 2017). This milestone will include professional graphic design, production and printing of the main body of the report for both online and printed distribution. "
- (d) In WO.8 delete "December 2016 and insert "January 2017".
- (e) In WO.9:
  - (i) delete the words "Ph: +61 2 6243 7336" and insert "Ph: +61 2 6275 9115".
  - (ii) Delete the words "Email: [stuart.richardson@industry.gov.au](mailto:stuart.richardson@industry.gov.au)" and insert "Email: [stuart.richardson@environment.gov.au](mailto:stuart.richardson@environment.gov.au)".
  - (iii) Delete the words "Ph: +61 2 6243 7205" and insert "Ph: +61 2 6275 9320 Email: [james.minto@environment.gov.au](mailto:james.minto@environment.gov.au)".
- (f) In WO.11 add "Tom Campey, Engagement Manager, CSIRO Futures and Sam Bruce, Senior Consultant, CSIRO Futures".
- (g) In WO.15 delete "3. \$100,000 (GST inclusive) by 16 December 2016 on satisfactory completion of Milestone 5" and insert "\$100,000 (GST inclusive) by 27 January 2017 on satisfactory completion of Milestone 5".

## 3. Payment acknowledgement

The parties acknowledge that the amount of \$ (\$100,000 GST inclusive) will be paid to the **Supplier** on satisfactory completion of Milestone 5 and as part of the **Fees** payable under the Contract.

## 4. Continued force and effect of Contract

The Agreement continues in full force and effect, as amended by this deed.

# Agreed terms

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## 1. Defined terms and interpretation

### 1.1 Defined terms

In this deed, except where the context otherwise requires, defined terms have the same meaning as given to them in the Contract.

### 1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or attachment is to a clause or paragraph of, or schedule or attachment to, this deed, and a reference to this deed includes any schedule or attachment;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to the local time in Canberra, Australia;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) headings are for ease of reference only and do not affect interpretation;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in the *Corporations Act 2001* (Cth);
- (l) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

# Details

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## Parties

1. Commonwealth of Australia as represented by the **Department of the Environment and Energy** (ABN 34 190 894 983) of John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600 (**Customer**).
2. **CSIRO** (ABN 41 687 119 230) of PO Box 883, Kenmore, Qld, 4069 (**Supplier**).

## Recitals

This deed is made in the following context:

- A. On 20 April 2016, the Commonwealth of Australia, as represented by the Department of Industry, Innovation and Science entered into a contract (**Contract**) for consultancy services with the CSIRO to undertake technical assessment and development of a Low Emissions Technology Roadmap.
- B. Responsibilities for energy transferred to the Department of Environment and Energy as part of the machinery of government changes effective from 19 July 2016.
- C. The Customer and the Supplier have agreed to amend some terms of the Contract in accordance with this deed.

# Execution page

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Executed as a deed

**SIGNED SEALED AND DELIVERED** for  
and on behalf of the Commonwealth of  
Australia as represented by the  
**Department of the Environment and  
Energy ABN 34 190 894 983** by a duly  
authorised representative

MARGARET SEWELL  
Name of authorised representative (print)

COLLEEN BRYCE  
Name of witness (print)

MASewell.  
Signature of authorised representative

CBryce  
Signature of witness

21/12/2016  
Date

21/12/2016  
Date

**SIGNED SEALED AND DELIVERED** by  
the **Commonwealth Scientific and  
Industrial Research Organisation**  
**ABN 41 687 119 230** by its duly  
authorised representative

DR MARCUS ZIPPER

Name of authorised representative (print)

CHER PAGE

Name of witness (print)

MZ

Signature of authorised representative

Cher Page

Signature of witness

21/12/16

Date

21-12-16.

Date