



Australian Government
Department of Health and Ageing

DEED OF VARIATION No. 3

Between the

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department') ABN 83 605 426 759

and

The Anti-Cancer Council of Victoria trading as The Cancer Council Victoria, ABN 61 426 486 15, a body incorporated under section 7 of the *Cancer Act 1958* (Vic) having its office at 615 St Kilda Road, Melbourne, Victoria, 3053 ('the Participant').

RECITALS:

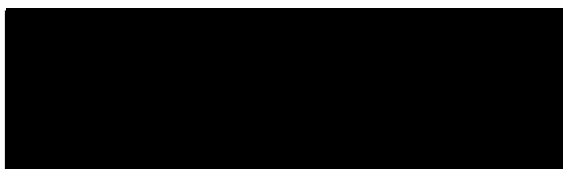
- A. The parties wish to vary the agreement relating to the National Monthly Tracking Survey of Smokers and Recent Quitters dated 6 November 2012 ('the Principal Agreement').
- B. Clause 1.6 of the Principal Agreement states that no variation is binding unless it is agreed in writing between the parties.

OPERATIVE PART:

- 1. The parties vary the Principal Agreement as follows:

- (a) At page 34 of the Schedule, under **Item E. FUNDS AND INVOICE REQUIREMENTS**, delete all existing text and replace with:

The maximum amount of Funds to be paid by the Commonwealth to the Participant is **\$3,084,112.60 (GST inclusive)** according to the breakdown below:



Deliverable	Amount (GST excl)	GST	Total (GST incl)
Execution of this Agreement			
Department acceptance of the <u>First Progress Report</u> summarising pilot survey data and related technical aspects and receipt of invoice: <i>Due 31 May 2012.</i>			
Department acceptance of the <u>Second Progress Report</u> providing further update on the data collection achieved to date and related technical aspects and receipt of invoice: <i>Due 29 June 2012.</i>			
TOTAL 2011-12 FUNDING			
Acceptance by the Department of the <u>Third Progress Report</u> covering the period from June to August 2012 and receipt of invoice: <i>Due 30 November 2012.</i>			
Acceptance by the Department of the <u>Fourth Progress Report</u> covering the period from September to December 2012 and receipt of invoice: <i>Due 28 March 2013.</i>			
Acceptance by the Department of the <u>Fifth Progress Report</u> covering the period from January 2013 to March 2013 and receipt of invoice: <i>Due 20 June 2013.</i>			
TOTAL 2012-13 FUNDING			
Acceptance by the Department of the <u>Sixth Progress Report</u> covering the period from April to June 2013 and receipt of invoice: <i>Due 30 September 2013.</i>			
Acceptance by the Department of the <u>Seventh Progress Report</u> and receipt of invoice: <i>Due 21 February 2014.</i>			
Acceptance by the Department of the <u>Eighth Progress Report</u> : <i>Due 23 May 2014.</i>			
TOTAL 2013-14 FUNDING			
Acceptance by the Department of the <u>Ninth Progress Report</u> and receipt of invoice: <i>Due 31 August 2014.</i>			
Acceptance by the Department of the <u>Final Report</u> : <i>Due 31 October 2014.</i>			
TOTAL 2014-15 FUNDING			
TOTAL PROJECT FUNDING	\$2,803,738.73	\$280,373.87	\$3,084,112.60

The due date for payment is 30 days after receipt of a correctly rendered invoice and acceptance of the deliverable by the Commonwealth. A correctly rendered invoice is one that:

- a) identifies the name of the Project;
 - b) sets out the name of the Commonwealth Liaison Officer;
 - c) contains a claim for the amount of the Funds properly required; and
 - d) is a tax invoice.
2. This Deed of Variation takes effect on and from the date it is signed by the last party to do so.
 3. The Principal Agreement, as amended by this Deed of Variation, constitutes the entire agreement between the parties.

This Deed of Variation is EXECUTED as a Deed.

SIGNED, SEALED AND DELIVERED for and on behalf of the **COMMONWEALTH OF AUSTRALIA**
as represented by the Department of Health and Ageing, ABN 83 605 426 759, on:

27/2/14

Date

SIGNED, SEALED AND DELIVERED by The Anti-Cancer Council of Victoria trading as the
Cancer Council Victoria ABN 61 426 486 715

The signatory warrants that he/she has the authority to bind the Anti-Cancer Council of
Victoria trading as The Cancer Council Victoria in the presence of: