



Australian Government
Department of Employment

**DEED OF VARIATION NO. 1 AND
RATIFICATION OF
FUNDING AGREEMENT
IN RELATION TO FUNDING FOR THE
PRODUCTIVITY EDUCATION AND TRAINING
FUND**

Commonwealth of Australia represented by the
Department of Employment
ABN 54 201 218 474

Australian Chamber of Commerce and Industry
ABN 85 008 391 795

DEED OF VARIATION

Date

This Deed is made on .. 8 February 2017 ..

Parties

This Deed is made between and binds the following parties:

1. **Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our')** represented by and acting through the Department of Employment ABN 54 201 218 474 (**'The Department'**)
2. **Australian Chamber of Commerce and Industry ABN 85 008 391 795 ('ACCI', 'You', or 'Your')**

Context

- A. The parties entered into an agreement dated 29 June 2012 (**'Principal Agreement'**).
- B. At the time the Principal Agreement was entered into, the agency administering the Principal Agreement was the Department of Education, Employment and Workplace Relations.
- C. The Department of Employment currently administers the Principal Agreement, as a successor of the Department of Education, Employment and Workplace Relations. In accordance with the meaning of the terms 'Us', 'We' and 'Our' in clause 33.1 of the Principal Agreement, the Department of Employment is authorised to enter into this Deed of Variation on the Commonwealth of Australia's behalf.
- D. The parties now wish to amend the Principal Agreement.
- E. The Principal Agreement requires that a variation be in writing and signed by both parties.
- F. In varying the Principal Agreement under this Deed, the Parties have also used this opportunity for ACCI to ratify its execution of the Principal Agreement, given that the Principal Agreement was not executed by two company officers from ACCI.

Our initials:



Your initials:

JHP RC

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Agreement.

2. Commencement

- 2.1. This Deed commences the day after We approve, by notice in writing, an amended Milestones and Deliverables Plan (**Amended Plan**) (**Effective Date**). The Amended Plan will be submitted by You to Us to replace the Milestones and Deliverables Plan (as amended) previously agreed in accordance with subclause 3.2 of the Principal Agreement.
- 2.2. In accordance with clause 23.2 of the Principal Agreement, on and from the Effective Date, the Principal Agreement is varied by consent of the parties on the terms and conditions contained in clause 3 of this Deed.

3. Ratification of Principal Agreement

- 3.1. You:
- (a) confirm your approval of Your entry into the Principal Agreement on 29 June 2012; and
 - (b) ratify the execution of the Principal Agreement by Ms Rozanne Crawford on Your behalf.
- 3.2. You confirm that You are bound by the Principal Agreement in accordance with its terms.

4. Terms and conditions of variation

The Principal Agreement is amended as follows:

- 4.1. In subclause 1.2 omit: '30 June 2017', substitute: '30 June 2018'.
- 4.2. In paragraph 2.3(a), after the words 'Project Period', insert: '(except for providing reports, statements and certificates under clause 11 that fall due outside of the Project Period)'
- 4.3. At the end of clause 2, insert new subclause 2.7:
- 'The Project includes You providing reports, certificates and statements to Us in accordance with this Agreement.'
- 4.4. At the end of clause 3, insert new subclause 3.11:
- 'The agreed Project milestones and deliverables referred to in the table in subclause 3.2 are to be recorded in a document known as the 'Milestones and Deliverables

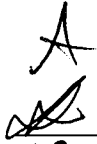
Our initials:

Your initials:


JHP RC

Plan'. The Milestones and Deliverables Plan forms part of this agreement and may only be amended by written agreement between the parties.'

- 4.5. In paragraph 5.1(b) omit: 'at the Completion Date', substitute: 'one month after the end of the Project Period, or at the same later date that has been agreed under paragraph 11.4(b) of this Agreement, if applicable'
- 4.6. Omit subclauses 7.8 and 7.9, substitute with new subclause 7.8:
'You must not enter into a subcontract under this agreement with a subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the Workplace Gender Equality Act 2012 (Cth).'
- 4.7. In subclause 11.2 omit: 'At the Completion of the Project', substitute: 'One month after the end of the Project Period'.
- 4.8. In paragraph 16.1(a) omit: 'Information Privacy Principles, substitute: 'Australian Privacy Principles'.
- 4.9. In paragraph 16.2(a):
(a) omit: 'National Privacy Principal', substitute: 'Australian Privacy Principle'; and
(b) omit: 'approved privacy code', substitute: 'registered APP code'.
- 4.10. In paragraph 16.4(d) omit: 'Information Privacy Principles', substitute 'Australian Privacy Principles'.
- 4.11. Omit the note at the end of subclause 16.4, substitute with a new note:
'More information about the Privacy Act and the Australian Privacy Principles is available at <http://www.oaic.gov.au>.'
- 4.12. In paragraph 29.2(a) omit: 'Equal Opportunity for Women in the Workplace Act 1999', substitute: 'Workplace Gender Equality Act 2012'.
- 4.13. Omit paragraphs 29.2(h)-(i), substitute with new paragraph 29.2(h):
'You may be subject to the provisions of the Competition and Consumer Act 2010 (Cth) and the Archives Act 1983 (Cth).'
- 4.14. Omit paragraph 31.1(a), substitute with new clause 31.1(a):
'if given by You, marked for the attention of Alan Edwards, Branch Manager, Office of the Federal Safety Commissioner, Department of Employment
Office Address: Level 2, 10 Mort Street, ACT 2601
Postal Address: GPO Box 9880 Canberra, ACT, 2601
Fax: (02) 6123 7197 Phone: (02) 6240 8197
Email: alan.edwards@employment.gov.au'
- 4.15. In subclause 33.1:
(c) after the definition of 'Australian Auditing Standards', insert:

Our initials: 
Your initials: JHP RL

“**Australian Privacy Principle**’ has the meaning given in the Privacy Act;’; and
(d) omit the definition of ‘**Information Privacy Principle**’.

5. Further Acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

This Deed is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

Our initials: 
Your initials: JHP RL

Signatures

EXECUTED by the Parties as a Deed.

SIGNED SEALED AND DELIVERED for and
on behalf of the Commonwealth of
Australia as represented by the
Department of Employment:

Debbie Mitchell




Signature

GROUP MANAGER - DEPARTMENT OF EMPLOYMENT

Position

In the presence of:

ALAN EDWARDS



Signature of witness


SIGNED SEALED AND DELIVERED for and on behalf of Australian Chamber of Commerce and Industry ABN 85 008 391 795 in accordance with the requirements of section 127 of the *Corporations Act 2001* by:

James Hugo Pearson
Name of Director


Signature

In the presence of:

ARI SHARP
Name of witness


Signature of witness

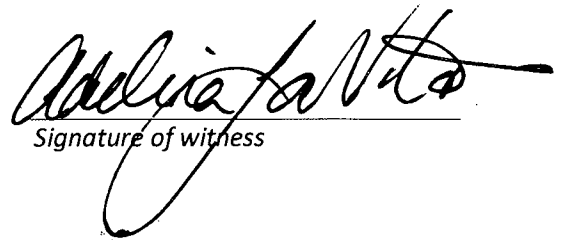
And by

Rozanne Crawford
Name of ~~Director~~ Secretary


Signature

In the presence of:

Adelina La Vita
Name of witness


Signature of witness