



Australian Government
Department of Employment

DEED OF VARIATION NO. 2 TO 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

The Australian Industry Group
ABN 76 369 958 788

DEED OF VARIATION

Date

This Deed is made on ... 1 November 2016.

Parties

This Deed is made between and binds the following parties:

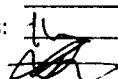
1. **Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our')** represented by and acting through the Department of Employment ABN 54 201 218 474 (**'The Department'**)
2. **The Australian Industry Group** ABN 76 369 958 788 (**'You', or 'Your'**)

Context

- A. The parties entered into an agreement dated 29 June 2012 (**'Principal Agreement'**).
- B. The parties entered into a Deed of Variation on 14 December 2012 (**'First Variation'**) which amended the Principal Agreement.
- C. At the times the Principal Agreement and the First Variation were entered into, the agency administering the Principal Agreement was the Department of Education, Employment and Workplace Relations.
- D. 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.
- E. The parties now wish to further amend the Principal Agreement.
- F. The Principal Agreement requires that a variation be in writing and signed by both parties.

Our initials:

Your initials:



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

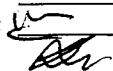
- 2.1. This Deed commences the day after We approve, by notice in writing, an amended Milestones and Deliverables Plan (**Amended Plan**) (**Effective Date**). The Amended Plan will be submitted by You to Us to replace the Milestones and Deliverables Plan (as amended) previously agreed on 14 December 2012 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. Terms and conditions of variation

The Principal Agreement is amended as follows:

- 3.1. In subclause 1.2 omit: '30 June 2018', substitute: '30 June 2017'.
- 3.2. 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)'
- 3.3. 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.'
- 3.4. 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 Plan'. The Milestones and Deliverables Plan forms part of this Agreement and may only be amended by written agreement between the parties.'
- 3.5. 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'
- 3.6. 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).'

Our initials: _____

Your initials: 

- 3.7. In subclause 11.2 omit: 'At the Completion of the Project', substitute: 'One month after the end of the Project Period'.
- 3.8. In paragraph 16.1(a) omit: 'Information Privacy Principles, substitute: 'Australian Privacy Principles'.
- 3.9. In paragraph 16.2(a):
(a) omit: 'National Privacy Principle', substitute: 'Australian Privacy Principle'; and
(b) omit: 'approved privacy code', substitute: 'registered APP code'.
- 3.10. In paragraph 16.4(d) omit: 'Information Privacy Principles', substitute 'Australian Privacy Principles'.
- 3.11. 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>.'
- 3.12. In paragraph 29.2(a) omit: 'Equal Opportunity for Women in the Workplace Act 1999', substitute: 'Workplace Gender Equality Act 2012'.
- 3.13. 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).'
- 3.14. 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'
- 3.15. In subclause 33.1:
(a) after the definition of 'Australian Auditing Standards', insert:
 '**Australian Privacy Principle**' has the meaning given in the Privacy Act;'; and
(b) omit the definition of 'Information Privacy Principle'.

Our initials: _____
Your initials: _____

4. 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.

5. 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.

6. 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:

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:

DEBIE MITCHELL



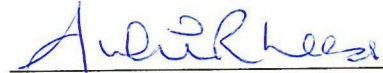
Signature

Group Manager, Dept of Employment

Position

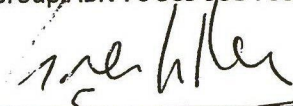
In the presence of:

JULIE RHEESE

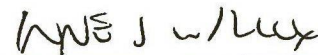


Signature of witness

SIGNED ~~SEALED~~ AND DELIVERED for and on behalf of The Australian Industry Group ABN 76 369 958 788 by:



Name of Chief Executive



Signature

In the presence of:

Anna-Maria Cobris

Name of witness



Signature of witness