

# **DEED OF AMENDMENT**

**BETWEEN**

**COMMONWEALTH OF AUSTRALIA**

represented by the Australian Agency for International Development  
(AusAID)

**ABN 62 921 558 838**

and

**AUSTRALASIAN SOCIETY FOR HIV MEDICINE**

**ABN 48 264 545 457**

**FOR**

**REGIONAL HIV CAPACITY BUILDING PROGRAM**

**AUSAID AGREEMENT NUMBER 46806**

**THIS DEED OF AMENDMENT** is made this 30<sup>th</sup> day of June 20 11

**BETWEEN:**

The **COMMONWEALTH OF AUSTRALIA**, represented by the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**, ABN 62 921 558 838  
("the Commonwealth")

**AND**

**AUSTRALASIAN SOCIETY FOR HIV MEDICINE** ABN 48 264 545 457  
(the "Organisation").

**RECITALS:**

- A. On 30 July 2008 the Commonwealth and the Organisation entered into **Funding Agreement Deed 46806** in writing for the funding of the Activity described in the Agreement. The Agreement has been varied in writing on 28 May 2009 and 1 November 2010.
- B. The parties have now agreed to alter the Grant/Funding Agreement as set out in this Deed.

**OPERATIVE PROVISIONS:**

- 1. In this Deed, unless the contrary intention appears, a reference to the "Agreement" is to the Agreement referred to in Recital A.
- 2. The Agreement is amended as set out below:

Cover and page 1	Delete (Inc.)
Clause 2.1	Delete the date "30 June 2011" and replace with the date "30 June 2012"

Clause 4.3	<p>Delete existing Clause 4.3 in its entirety and replace with</p> <p>“</p> <p>4.3 As requested by AusAID, a consortium of organisations combined for the purposes of implementing the program and nominated the Australian Society for HIV medicine (ASHM) to host the consortium secretariat. The Consortium members include:</p> <ul style="list-style-type: none"> <li>(a) Albion Street Centre (ASC)</li> <li>(b) Australasian Society for HIV Medicine (ASHM)</li> <li>(c) Australian Federation of AIDS Organisations (AFAO)</li> <li>(d) Australian Injecting and Illicit Drug Users League (AIVL)</li> <li>(e) Australian Research Centre in Sex, Health and Society (ARCSHS)</li> <li>(f) International HIV Research Group, School of Public Health and Community Medicine (IHRG)</li> <li>(g) Kirby Institute (formerly the National Centre in HIV Epidemiology and Clinical Research)</li> <li>(h) National Serology Reference Laboratory (NRL)</li> <li>(i) Scarlet Alliance (Australian Sex Workers Association)”</li> </ul>
Clause 6.2	Add “(a) The role of the PCC in year 4 will be to: review and approve the year 4 workplan and budget; provide advice and feedback on sustainability plans within the workplan; and monitor the final program reporting process.”
Clause 6.3	Add “(a) The TAG will not be utilised in year 4.”
Clause 17.1 Deliverable No. 11	Delete Due Date of “30 <sup>th</sup> April 2011” and replace with Due Date of “30 <sup>th</sup> May 2011”
Clause 17.1 Deliverable No. 12	<p>Delete “Final report – final narrative report and financial acquittal (2008-2011)”</p> <p>and replace with</p>

	<p>"PCC approved year 4 secretariat budget and annual work plan and budget (2011-2012)".</p> <p>Delete Due Date of "31 Oct 2011" and replace with Due Date of "22 July 2011"</p>
Clause 17.1	Add "Deliverable No. 13 - Year 3 (2010-2011) narrative report and audited grant acquittal. Due Date 31 Oct 2011"
Clause 17.1	Add "Deliverable No. 14 – Draft version of final narrative report (2008-2012). Due Date 31 Mar 2012"
Clause 17.1	Add "Deliverable No. 15 – Year 4 (2011-2012) year to date financial expenditure report. Due Date 31 March 2012"
Clause 17.1	Add "Deliverable No. 16 – Final narrative report (2008-2012). Due Date 31 May 2012"
Clause 17.1	Add "Deliverable No. 17 – Financial acquittal (2008 – 2012). Due Date 30 September 2012"
Clause 17.3	Delete Clause 17.3 and replace with the following: "The Organisation shall submit a final report which draws on annual progress reports and other key Program documents to provide an outline of the completed Activity including key outcomes compared with objectives, development impact, sustainability and lessons learned."
Clause 17.4	<p>Delete Clause 17.4 and replace with the following:</p> <p>"Within three (3) months of completion of the Activity the Organisation shall submit a statement acquitting all Funds. The statement must acquit the Funds against the Year one budget referred to in the Activity Proposal and the budgets for years 2, 3 and 4 as approved by the PCC."</p>
Clause 19.1	<p>Delete "AUD12,315,868.93 plus GST if any up to a maximum amount of AUD1,231,586.89"</p> <p>and replace with</p> <p>"AUD15,315,868.93 plus GST if any up to a maximum amount of AUD1,531,586.89"</p>
Clause 19.1	Add "Date 22 August 2011. Tranche Number 8. 50% of annual approved budget, exact amount (AUD) to be specified".
Clause 19.1	Add "Date 30 November 2011. Tranche Number 9. Up to 50% of annual approved budget, exact amount (AUD) to be specified".
Clause 19.5	<p>Delete Clause 19.5 and replace clause with the following:</p> <p>"Tranches 4, 6 and 8 shall be payable subject to PCC approval of the years 2,</p>

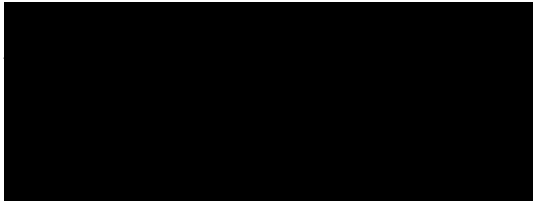
	3 and 4 work plans and budgets, the provision of a year to date financial expenditure report against the PCC approved annual budget in the Activity Proposal and subject to satisfactory progress.”
Clause 19.6	Delete Clause 19.6 and replace clause with the following:  “Tranches 5, 7 and 9 shall be payable subject to the provision of an audited grant acquittal (due 31 October annually), PCC approval of the years 2, 3 and 4 work plans and budgets and the proposed use of any unspent funds carried over from the previous financial year and subject to satisfactory progress. The Financial statements must be signed by the senior financial officer indicating that the funds being acquitted have been expended, in accordance with the terms of this Agreement.”
Annex 2 – Terms of Reference: Program Coordination Committee	Delete existing Annex 2 – Terms of Reference: Program Coordination Committee, and replace with a new Annex 2 – Terms of Reference: Program Coordination Committee, as set out in Annex A to this Deed of Amendment.

3. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
4. In all other respects the parties confirm the Agreement.

**EXECUTED AS A DEED** by the Commonwealth, by an authorised officer, and by the Organisation by its authorised officer(s).

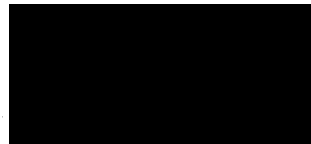
**SIGNED** for and on behalf of the  
**COMMONWEALTH OF AUSTRALIA**  
represented by the Australian Agency for  
International Development by:

in the presence of:



J DA RIN  
Name  
(Print)

ADG HESB  
Position, Section

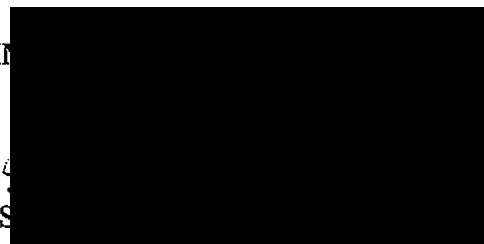


D. HAFNER.  
Name of witness  
(Print)

**SIGNED** for and on behalf of  
**AUSTRALASIAN SOCIETY FOR HIV MEDICINE**

LEVINIA CROOKS CEO

.....  
Name and Position  
(Print)

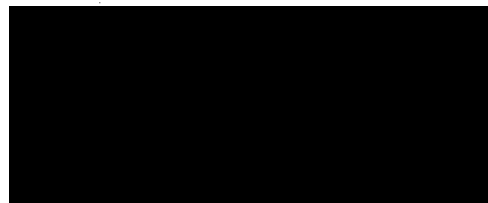


By executing this Deed of Amendment the signatory warrants that the signatory is duly authorised to execute this Deed of Amendment on behalf of the Organisation.

in the presence of:

MARK BERBINGTON

.....  
Name of Witness  
(Print)



### AMENDMENT SUMMARY SHEET

The Funding Agreement has been varied in accordance with the clause headed **Agreement Amendments** of the Funding Agreement on the following dates relating to:

Amendment #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit (AUD)	Adjusted Financial Limit
1	28/05/09	<ul style="list-style-type: none"> <li>- new Deed Conditions</li> <li>- new Schedule 1 Annex 4</li> <li>- new Schedule 1 Annex 5</li> </ul>	Increase of 114,368.93	12,315,868.93
2	01/11/10	Extending deliverable 9 and tranche 7 dates	No change	12,315,868.93
3	30 June 2011	<ul style="list-style-type: none"> <li>- extend the end of services to 30 June 2012</li> <li>- increase the value of the agreement by AUD3,000,000</li> <li>- add new deliverables and tranche payment dates for year 4</li> <li>- amend the role of the PCC and TAG in year 4</li> </ul>	Increase of 3,000,000.00	15,315,868.93 plus GST if applicable

## Annex A

### ANNEX 2 - Terms of Reference: Program Coordination Committee (PCC)

#### Regional HIV/AIDS Capacity Building Program

##### **Background:**

The Regional HIV/AIDS Capacity Building Program links Australian organisations with counterparts in the Asia-Pacific region, with a focus on Indonesia, Timor Leste, the Pacific, the Greater Mekong and regional activities.

The Program goal is strengthened role of organisations and individuals in the Asia-Pacific region to respond effectively to HIV/AIDS.

The purpose of the Program is to foster strategic partnerships and linkages between Australia and the Asia-Pacific region to increase the capacity of partners to contribute to effective HIV responses.

The five Program objectives are:

1. To develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. To develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. To develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services;<sup>1</sup>
4. To establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors. (refers to multi country activities)

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<sup>1</sup> The program objective originally outlined in the Program design is 'to develop community organisations and community sector workers to scale up and manage community and peer based HIV services'. The Consortium has noted that this objective does not accurately describe the intended objectives of the program activities. The activities that focus on community based organisations and affected communities are not aiming to increase the capacity to 'scale up and manage services'. The Consortium believes a more accurate description of the objective is 'to strengthen the capacity of the most affected communities and their peer based organisations to actively participate in national and regional responses to HIV.'



5. To develop the Consortium as an effective mechanism to achieve the Program goal

The management structure of the Program comprises of five elements: a Consortium of Australian organisations, a Secretariat led by Program Directors, a Program Coordination Committee (PCC), a Technical Advisory Group (TAG) and an independent financial services provider.

The Program will be implemented by the Consortium member organisations, which will work collaboratively. The Consortium has agreed that the Australasian Society for HIV Medicine (ASHM) will host the Secretariat. AusAID has entered a funding agreement with ASHM in this capacity to deliver the Program.

Consortium member organisations include:

1. Albion Street Centre (ASC)
2. Australasian Society for HIV Medicine (ASHM)
3. Australian Federation of AIDS Organisations (AFAO)
4. Australian Injecting and Illicit Drug Users League (AIVL)
5. Australian Research Centre in Sex, Health and Society (ARCSHS)
6. International HIV Research Group, School of Public Health and Community Medicine (IHRG)
7. National Serology Reference Laboratory (NRL)
8. National Centre in HIV Epidemiology and Clinical Research (NCHECR)
9. Scarlet Alliance, Australian Sex Workers Association

Note: The National Association of People Living with HIV/AIDS (NAPWA), whilst not a Consortium member, is involved in the Program through provision of advice and services as agreed with the Consortium and through nominating a PLHIV to participate in the PCC.

### **Scope and Timeframe:**

The Program is funded for a 3 year implementation phase from July 2008 to June 2011.

### **Role and responsibilities of the PCC:**

Constituted by AusAID, the main role of PCC is to provide strategic direction and oversight of the Program and approve reports, plans and budgets. The PCC is not intended to be a representative body.

PCC responsibilities:

- To provide strategic direction, feedback, guidance and advice to the Program.
- To review and approve the 3-year Program Workplan and budget having regard to the Program goal, purpose and objectives.

- To review and endorse the Annual Consortium Workplan and budget having regard to the Program goal, purpose and objectives.
- To review and endorse the Consortium Program Plan made up for component activities by Consortium members in key geographic areas.
- To review and accept Annual Consortium Progress Reports, and to consider issues, opportunities and directions arising.
- To endorse the final end-of-year consolidated financial and narrative report provided to AusAID annually.
- To review and endorse key program policy documents and key actions.
- To assist in identifying and resolving problems.
- The role of the PCC in year 4 will be to: review and approve the year 4 workplan and budget; provide advice and feedback on sustainability plans within the workplan; and monitor the final program reporting process.

The PCC may consider and deliberate on the following:

- *Contextual developments and alignment* - Issues and developments in the region. Alignment with national/regional priorities, and AusAID policy/programs.
- *Partnerships* – Nature/quality of partnerships pursued. Approach to capacity building and partnership. Relationships amongst members/stakeholders/AusAID.
- *GIPA and involvement of affected communities* – Approach, implementation, and monitoring and evaluation.
- *Design* – Effectiveness of Consortium and Program structure, or other aspects of design.
- *Implementation* – Reporting and monitoring. Identification and management of risks. Identification of problems, constraints and solutions.
- *Performance* – Progress against goal, purpose, objectives in the scheduled timeframe. Effectiveness and efficiency of expenditure. Ensuring continuous quality improvement.
- *Sustainability* of outcomes and Program strategy. Opportunities for future/further funding.

The main mechanism for carrying out this role will be bi-annual PCC meetings. The PCC may also be consulted (email or teleconference) periodically on specific issues or to review specific documents. Additional PCC meetings may be scheduled if required.

#### **PCC Membership:**

The PCC will comprise 8–10 members selected for their ability to make an authoritative contribution to the Program.

The Executive Officer to the PCC will be the Program Director/s of the Consortium Secretariat.

The PCC will comprise of:

- up to three representatives from Consortium member organisations representing health, community and research sectors. (These PCC Members will be nominated

by the Consortium and will be rotated annually. Consortium PCC Members will have no voting rights);

- independent members with expertise in HIV/AIDS and development including a Chair Person;
- a person living with HIV/AIDS (to be nominated by NAPWA);
- an AusAID representative; and
- the Program Director/s (ex officio, with no voting rights).

ASHM as Host of the Secretariat may also be invited to attend by AusAID, as an observer to PCC meetings, if required.

PCC member duties include:

- reviewing all relevant background documents;
- attendance and active participation in PCC meetings; and
- providing timely reasons, comment or information relating to decisions made during the meeting.

PCC members will be selected based on the following criteria:

- technical knowledge and experience of HIV responses;
- knowledge and experience of different aid modalities and the assessment of development effectiveness;
- experience and knowledge of at least one of the regions that are the focus of the program;
- knowledge of AusAID policies and programs;
- understanding of the work and role of the Consortium member organisations;
- understanding of appropriate/effective use of Australian HIV expertise into the region;
- ability to think strategically;
- availability to participate in the PCC for a 2 year term (this does not apply to Consortium Members).

#### **PCC Governance:**

One of the independent experts will be appointed to chair the PCC. The AusAID Representative will have the deputy chair role. Chairs will be supported organisationally by the Secretariat.

The PCC is a forum for robust discussions focused on strategic directions and progress against the Program's goal, purpose and objectives. The PCC will aim for a consensus decision making model. However, to avoid conflict of interest, if consensus cannot be achieved, final voting rights are only held by the Independent (Non-Consortium) Members of the PCC.

A minimum of 3 voting PCC Members (including AusAID) in attendance is required for a decision to be passed.

#### **Code of Conduct:**

It is expected that Members of the PCC will:

- declare any conflicts of interest associated with their participation in the PCC and decision making;
- allocate the time required to effectively prepare for PCC meetings (read/review documents) and follow-up on agreed items;
- actively participate in PCC meetings in a collaborative and respectful manner; and
- maintain confidentiality as it applies to all written and verbal information they are exposed to in their role as a PCC Member. Information may be shared outside of the PCC only where it has been agreed by all PCC Members.

#### **Management and Reporting:**

The Secretariat will organise PCC meetings and assume all costs associated with the PCC functioning. The Secretariat will work with the PCC Chair and AusAID to develop PCC meeting agendas and will facilitate communication between the PCC Members. The Secretariat will take and distribute minutes from PCC meetings.

The PCC Terms of Reference will be included as an annex in the Deed of Agreement between ASHM as Host of the Secretariat and AusAID.