DEED OF AMENDMENT

between

COMMONWEALTH OF AUSTRALIA

represented by
The Australian Agency for International Development (AusAID)
ABN 62 921 558 838

and

ASIA PACIFIC FORUM OF NATIONAL HUMAN RIGHTS INSTITUTIONS

ABN 98 099 972 997

in relation to

SUPPORT TO THE ASIA PACIFIC FORUM NATIONAL RIGHTS INSTITUTIONS 2011-2014

AUSAID AGREEMENT NUMBER 58017

THIS DEED OF AMENDMENT is made this 6th day of June 2012

BETWEEN:

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

AND

ASIA PACIFIC FORUM OF NATIONAL HUMAN RIGHTS INSTITUTIONS, Level 3, 175 Pitt Street, Sydney NSW 2000, **ABN 98 099 972 997** ("the Organisation").

RECITALS:

A. On 18 February 2011 the Commonwealth and the Organisation entered into **Grant Agreement Deed** 58017 for the funding of the Activity described in the Agreement.

B. The parties have now agreed to alter the Grant Agreement Deed 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 58017 referred to in Recital A.

2. The Agreement is amended as set out below:

<table>
<tr><td>Clause 15.1</td><td>Delete the current Clause 15.1 and replace it with a new Clause 15.1 as follows:

AusAID will pay the Organisation an acquittable Grant up to a maximum of AUD2,650,000 plus GST if any up to a maximum amount of AUD265,000 in tranches divided as follows:
<table>
<tr><th>Indicative Date</th><th>Tranche Number</th><th>Amount of Grant Funds (AUD)</th></tr>
<tr><td>4 March 2011</td><td>1</td><td>650,000</td></tr>
<tr><td>31 July 2011
(Refer to Clause 15.3 below)</td><td>2</td><td>650,000</td></tr>
<tr><td>8 June 2012
(Refer to Clause 15.3</td><td>3</td><td>50,000</td></tr>
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	below)		
	31 July 2012 (Refer to **Clause 15.3** below)	4	650,000
	31 July 2013 (Refer to **Clause 15.3** below)	5	650,000
Clause 15.3	Delete the current Clause 15.3 and replace it with a new Clause 15.3 as follows: AusAID will pay subsequent tranches at the date indicated above subject to the Organisation: (a) with the exception of Tranche 3, providing an Acquittal Statement of 90% of the previous tranche signed by the senior financial officer or the head of the Organisation indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement; (b) submitting a valid invoice; (c) the approval by AusAID of each Annual Report noted in **Clause 14.1**; and (d) making satisfactory progress with the Activity as determined by AusAID.		

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 by

Rosemary McKay .....
Name and Position *(Print)*
FMA Act s.44 Delegate

.....
Signature

in the presence of -

Grace Meehan .....
Name of Witness
(Print)

.....
Signature of Witness

PIP DARGAN, DEPUTY DIRECTOR .....
Name and Position
(Print)

.....
Signature

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 -

GREGG HEESOM (LEGAL COUNSEL) .....
Name of witness
(Print)

.....
Signature of witness

AMENDMENT SUMMARY SHEET

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

Amendment #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit	Adjusted Financial Limit
1	June 2012	Adding an additional tranche payment in June 2012	**AUD50,000**	**AUD2,650,000**