

DEED OF AMENDMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

The Australian National University

ABN 52 234 063 906

FOR

THE CENTRE FOR DEMOCRATIC INSTITUTIONS

AUSAID AGREEMENT NUMBER 49654

THIS DEED OF AMENDMENT is made this 8 day of MARCH 2012

BETWEEN:

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

AND

The **AUSTRALIAN NATIONAL UNIVERSITY**, ABN 52 234 063 906 of University Executive, Building 10, Chancellery, Canberra, ACT 0200, Australia (the "Organisation").

RECITALS:

- A. On 6 March 2009 the Commonwealth and the Organisation entered into **Funding Agreement Deed 49654** in writing for the funding of the Activity described in the Agreement. The Agreement has been varied in writing on 9 June 2010, 20 April 2011 and 9 November 2011.
- B. The parties have now agreed to alter the Funding 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 referred to in Recital A.

The Agreement is amended as set out below:

Clause 2.1 – Term of the Agreement	The Organisation must commence the Activity on 6 March 2009 ("Activity Start Date") and conclude the Activity by 30 June 2013 .		
Clause 13.1 - Reports	The Organisation shall submit four (4) Annual Plans and four (4) Annual Reports to AusAID as prescribed here in Table 1: Table 1:		
	Annual Plans	For the Period	Final to be submitted by

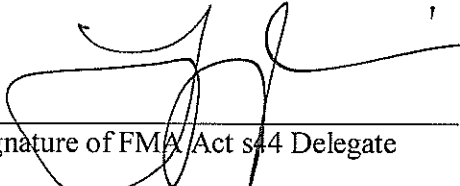
	Annual Plan (1)	6 MARCH 2009 – 5 MARCH 2010	20 MARCH 2009									
	Annual Plan (2)	6 MARCH 2010 – 5 MARCH 2011	6 MARCH 2010									
	Annual Plan (3)	6 MARCH 2011 – 5 MARCH 2012	6 MARCH 2011									
	Annual Plan (4)	1 January 2012 – 30 June 2013	1 January 2012									
	Annual Reports	For the Period	Final to be submitted by									
	Annual Report (1)	6 MARCH 2009 – 5 MARCH 2010	5 MAY 2010									
	Annual Report (2)	6 MARCH 2010 – 5 MARCH 2011	5 MAY 2011									
	Annual Report (3)	6 MARCH 2011 – 30 June 2012	1 August 2012									
	Annual Report (4)	1 July 2012 – 30 June 2013	30 June 2013									
Clause 14.1 - Funds and Payment	<p>Delete Clause 14.1 and replace with new Clause 14.1 as follows:</p> <p>“Funds of AUD 10,938,428 plus GST if any up to a maximum amount of AUD 1,093,843 shall be payable as follows, and as outlined in this clause headed ‘Funds and Payment’:</p> <p>a) ‘Core Funds’ up to AUD 9,786,428 plus GST of up to a maximum of AUD 978,643</p> <p>b) ‘IPD Funds’ up to AUD 1,152,000 plus GST of up to a maximum of AUD 115,200”</p>											
Clause 14.2- Core Funds	<p>Delete Clause 14.2 and replace with new Clause 14.2 as follows:</p> <p>Funds for the ‘Core Funds’ component (outlined in Clause 14.1(a) above) shall be payable by AusAID as an acquittable grant by AusAID in <u>six</u> tranches divided as follows:</p> <table><tr><td>Indicative Date</td><td>Tranche Number</td><td>Amount of Funds</td></tr><tr><td>6 March 2009</td><td>1</td><td>AUD 480,822</td></tr><tr><td>1 August 2009</td><td>2</td><td>AUD 1,500,000</td></tr></table>			Indicative Date	Tranche Number	Amount of Funds	6 March 2009	1	AUD 480,822	1 August 2009	2	AUD 1,500,000
Indicative Date	Tranche Number	Amount of Funds										
6 March 2009	1	AUD 480,822										
1 August 2009	2	AUD 1,500,000										

	1 August 2010 (but no earlier than 1 July 2010)	3	AUD 1,500,000
	1 August 2011 (but no earlier than 1 July 2011)	4	AUD 1,500,000
	1 October 2011	5	AUD 1,180,606
	1 April 2012	6	AUD 625,000
	1 August 2012 (but no earlier than 1 July 2012)	7	AUD 3,000,000
Clause 14.4 – Funds and Payment	<p>Delete existing clause 14.4 (c, d and e) and replace with new Clause 14.4 (c, d and e) as follows:</p> <p>(c) A management fee of AUD 60,000 per annum for the period 6 March 2010 to 5 March 2011 and of AUD257,452 per annum for the period 6 March 2011 to 30 June 2012 and AUD 240,000 per annum for the period 1 July 2012 to 30 June 2013. The management fee will meet administrative costs including incurred by the Organisation associated with the hosting of CDI (including costs of heat, lighting, office space, facilities for events, and the Organisation’s internal resources, such as human resources, information technology, management, financial services, and insurance) and shall be paid with the ‘Core Funds’;</p> <p>(d) The percentage of ‘Core Funds’ available for research activities shall not exceed 15% of the total ‘Core Funds’; and</p> <p>(e) Leave accrued for CDI personnel shall be taken before the date for conclusion of the Activity specified in clause 2.1 and in accordance with the Organisation’s policies. Leave accrued but not taken before that date will not be paid out by AusAID.</p>		

2. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
3. 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:


Signature of FMA Act s44 Delegate

Layton Pike

Name

ADG, GSD

Position, Section


in the presence of:

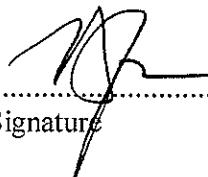

Signature of witness

REBECCA LANNIN

Name of witness
(Print)

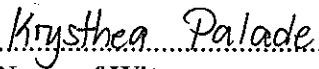
SIGNED for and on behalf of
Australian National University by

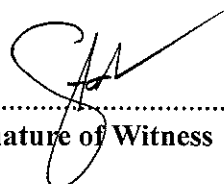

Name and Position
(Print)


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:


Name of Witness
(Print)


Signature of Witness

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:

[illegible]