

DEED OF AMENDMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

TIDES ADVOCACY FUND

FOR

DISABILITY RIGHTS FUND

AUSAID AGREEMENT 50426

THIS DEED OF AMENDMENT is made this 18th day of December 2009

BETWEEN:

The **COMMONWEALTH OF AUSTRALIA**, represented by the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**, ABN 62 921 558 838 of the Department of Foreign Affairs and Trade ("the Commonwealth") of the one part

AND

TIDES ADVOCACY FUND OF THE PRESIDIO, P.O. BOX 29229, SAN FRANCISCO, CA 94129 USA (the "Organisation").

WHEREAS:

- A. On 26 May 2009 the Commonwealth and the Organisation entered into **Funding Agreement Deed 50426** in writing for the provision of the Activity described in the Agreement.
- B. The Parties have now agreed to alter the Funding Agreement Deed as set out herein.

NOW THEREFORE THIS DEED WITNESSETH as follows:

- 1. In this Deed unless the contrary intention appears, a reference to the "Agreement" is to the Agreement referred to in Recital A.
- 2. Subject to Clause 3 herein the Agreement is amended as set out below:

Clause 2.1	Delete existing Clause 2.1 and insert revised Clause 2.1 as follows: The Organisation must commence the Activity on 1 June 2009 ("Activity Start Date") and conclude the Activity by 30 June 2010.
Clause 14.1	Delete existing Clause 14.1 and insert revised Clause 14.1 as follows: Within five (5) months of each Steering Committee meeting during the Activity period until June 2010, the Organisation shall submit a Steering Committee report which provides a brief outline of the Activity and in more detail covers lessons learned, updates of grant-making activity, summaries of grants awarded, and discussions and outcomes of Steering Committee meetings. The second Steering Committee report shall be considered the final Activity report.

Clause 14.2	Delete existing Clause 14.2 and insert revised Clause 14.2 as follows: Within thirty (30) days of the completion of this Activity the Organisation shall submit a statement acquitting all Funds ('final Funds acquittal'). The statement must acquit the Funds against the Budget referred to in the Activity Proposal and must be signed by the senior financial officer or the head of the Organisation, indicating that the Funds have been spent in accordance with the terms of this Agreement. Any unspent Funds or interest must be repaid to AusAID with the final Funds acquittal. The Funds acquittal must include details of any interest earned on the Funds. The final Funds acquittal acquitting all Funds shall be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation and must also be Independently Audited and certified. The cost of an independent external audit required by this clause may be payable from the Funds.									
Clause 14.3	Delete existing Clause 14.3 and insert revised Clause 14.3 as follows: The steering committee reports and statement acquitting all Funds should be sent to [REDACTED] email [REDACTED] in the following format: (a) one bound hard copy; and (b) one electronic version in PDF (Portable Document Format).									
Clause 15.1	Delete existing Clause 15.1 and insert revised Clause 15.1 as follows: Funds up to a maximum of AUD1,200,000 shall be payable as an acquittable grant by AusAID in tranches divided as follows: <table><tr><th>Indicative Date</th><th>Tranche Number</th><th>Amount of Funds</th></tr><tr><td>Refer to Clause 15.2 of this Agreement</td><td>1</td><td>AUD600,000</td></tr><tr><td>23 December 2009</td><td>2</td><td>AUD600,000</td></tr></table>	Indicative Date	Tranche Number	Amount of Funds	Refer to Clause 15.2 of this Agreement	1	AUD600,000	23 December 2009	2	AUD600,000
Indicative Date	Tranche Number	Amount of Funds								
Refer to Clause 15.2 of this Agreement	1	AUD600,000								
23 December 2009	2	AUD600,000								
Clause 15.2	Following Clause 15.1 insert new Clause 15.2 as follows: Tranche 1 shall be payable by AusAID within thirty (30) days of									

	the date of this Agreement and receipt of a valid invoice.
--	--

In all other respects the parties confirm the Agreement.

IN WITNESS whereof this Deed has been executed by the Commonwealth, by an authorised officer, and has been executed by the Organisation by its authorised officer.

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

[Redacted Signature]

Signature of FMA Act s44 Delegate

[Redacted Name]

Name
(Print)

[Redacted Position]

Position, Section

in the presence of:

[Redacted Signature]

Signature of witness

[Redacted Name]

Name of witness
(Print)

SIGNED for and on behalf of
TIDES ADVOCACY FUND by

[Redacted Signature]

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 -

[Redacted Name]

Name of Witness
(Print)

Signature of Witness