

Novation Deed

The Advocacy Fund

Disability Rights Advocacy Fund Inc.

The Commonwealth of Australia

represented by

Australian Agency for International Development (AusAID)

ABN 62 921 558 838

NOVATION DEED

PARTIES

The Advocacy Fund (Retiring Party)

Disability Rights Advocacy Fund Inc. (Incoming Party)

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

RECITALS

- A. AusAID and the Retiring Party are parties to the Grant Agreement.
- B. The Retiring Party wishes to be released from the Grant Agreement and its obligations under the Grant Agreement, and the Incoming Party wishes to assume the rights and obligations of the Retiring Party under the Grant Agreement as specified in this Deed.
- C. AusAID has agreed to release the Retiring Party as specified in this Deed on the condition that the Incoming Party undertakes to perform the Grant Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this Deed.

Claims means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise and which any party may have against another in connection with the Grant Agreement.

Effective Date means the day after the last party signs this Deed.

Grant Agreement means the Grant Agreement(s) set out in Schedule 1.

1.2 Rules for interpreting this Deed

The following rules apply in interpreting this Deed, except if the context makes it clear that a rule is not intended to apply.

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented or replaced.
- (c) A singular word includes the plural, and vice versa.
- (d) If a word is defined, another part of speech has a corresponding meaning.

2. NOVATION

- (a) With effect from 00:00:01am on the Effective Date:
 - (i) the Incoming Party becomes a party to the Grant Agreement in place of the Retiring Party;
 - (ii) AusAID has rights against, and owes obligations to, the Incoming Party in connection with the Grant Agreement (including rights and obligations that arose before the Effective Date to the extent they have not already been performed by AusAID) as if the Incoming Party had been a party to the Grant Agreement instead of the Retiring Party;
 - (iii) the Incoming Party has rights against, and owes obligations to, AusAID in connection with the Grant Agreement (including rights and obligations that arose before the Effective Date to the extent they have not already been performed by the Retiring Party) as if the Incoming Party had been a party to the Grant Agreement instead of the Retiring Party; and
 - (iv) AusAID and the Retiring Party have no further rights against, or obligations to, each other in connection with the Grant Agreement.
- (b) For the avoidance of doubt, the Incoming Party acknowledges and agrees that it will assume full liability for any Claims arising from or related to the Retiring Party's performance of its obligations under the Grant Agreement before the Effective Date.

3. ACKNOWLEDGMENTS

AusAID acknowledges that the novation described in this Deed does not constitute:

- (a) a breach of any term of the Grant Agreement; or
- (b) an event of default under the Grant Agreement.

4. RELEASE

- (a) With effect from 00:00:01am on the Effective Date, the Retiring Party releases AusAID from:
 - (i) any obligations and liability under or in respect of the Grant Agreement (including obligations and liability that arose before the Effective Date); and
 - (ii) any Claim which the Retiring Party may have or but for this release might have had against AusAID.
- (b) With effect from 00:00:01am on the Effective Date, AusAID releases the Retiring Party from:
 - (i) any obligations and liability under or in respect of the Grant Agreement (including obligations and liability that arose before the Effective Date); and

- (ii) any Claim which AusAID may have or but for this release might have had against the Retiring Party.

5. NOTICES

The parties' addresses for notices are:

Retiring Party

Address:

Fax number:

Attention:

Incoming Party

Address:

Fax number:

Attention:

AusAID

Address:

Fax number:

Attention:

6. GENERAL

6.1 Funding

The Retiring Party will transfer all unspent funds under the Grant Agreement to the Incoming Party within 90 days of execution of this Deed.

6.2 Governing law and jurisdiction

This Deed is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory and the parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

6.3 Liability for expenses

- (a) Subject to paragraph (b), each party must pay its own expenses incurred in negotiating, executing and registering this Deed.
- (b) The Incoming Party must pay any stamp duty payable in relation to this Deed.

6.4 Giving effect to this document

Each party must do anything (including execute any document) that any other party may reasonably require to give full effect to this Deed.

6.5 Counterparts

This Deed may be executed in counterparts.

EXECUTED as a deed.

EXECUTED by *The Advocacy Fund*

[Redacted signature area]

Signature of Secretary and Treasurer

Signature of witness

[Redacted signature area]

Name
(Print)

Name
(Print)

Date: *APRIL 25, 2012*

EXECUTED by *Disability Rights*

[Redacted signature area]

Signature of director

Signature of witness

[Redacted signature area]

Name
(Print)

Name
(Print)

Date: *4/26/12*

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

[Redacted signature area]

Signature of delegate

In the presence of:

[Redacted signature area]

Signature of witness

Name of delegate
(Print)

[Redacted signature area]

Name of witness
(Print)

Date: *2/5/12*

SCHEDULE 1

GRANT AGREEMENTS TO BE NOVATED

Grant Agreement Title	Grant Agreement Number	Date of Grant Agreement
Funding Agreement Deed: The Advocacy Fund for Disability Rights Fund Inc.	50426	Start date 26 May 2009 to end date 30 June 2012