

DEED OF AMENDMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

The University of Queensland

ABN 63 942 912 684

FOR

HEALTH INFORMATION SYSTEMS KNOWLEDGE HUB

AUSAID AGREEMENT NUMBER 44913

THIS DEED OF AMENDMENT is made this 26th day of November 2010

BETWEEN:

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

AND

The **University of Queensland**, ABN 63 942 912 684 of Brian Wilson Chancellery, The University of Queensland, Brisbane QLD 4072 (the "Organisation").

WHEREAS:

- A. On 24 April 2008 the Commonwealth and the Organisation entered into **Funding Agreement 44913** in writing for the provision of the Activity described in the Agreement.
- B. The Parties have now agreed to alter the Funding Agreement 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:

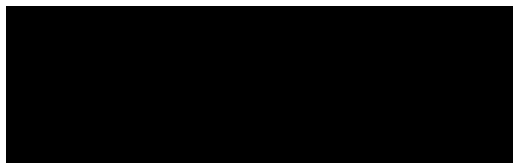
| | |
|------------|---|
| Clause 4.2 | The organisation must commence the Initiative on the date of its acceptance of this letter ("Initiative Start Date") and conclude the Initiative by 31 December 2011 . |
|------------|---|

- 3. 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:

in the presence of:



Signature of [Name] Delegate

PETER VERSEGI

Name
(Print)

ADG, HES

Position, Section



Signature of witness

KATHARINA DOLLMANN

Name of witness
(Print)

NOTE TO USERS:

- Below are two different signature blocks (Options 1 & 2)
- Delete the signature block that does not apply
- You should confirm with the Organisation that will sign this Deed of Amendment which situation/signature block applies if you are not sure
- Delete this box and all option boxes prior to finalising this Deed of Amendment

Highlight and delete this box before distribution of the Amendment!

Option 1:

Unless Option 2 signature block below applies (see guidance below for Option 2), insert this signature block.

Highlight and delete this box before distribution of the Amendment!

SIGNED for and on behalf of

[Insert Organisation's Name] by

THE UNIVERSITY OF QUEENSLAND ABN 63 942 912 684

PROFESSOR ALAN RIX

(ACTING) EXECUTIVE DIRECTOR OPERATIONS

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 -

ELENA CARLINO

.....
Name of Witness
(Print)

.....
Signature of Witness

Option 2:

Insert this signature block for a company registered under the [Australian] Corporations Act 2001 (Cth)
[for example an Australian company]

Highlight and delete this box before distribution of the Amendment!

SIGNED for and on behalf of

[Insert Organisation's Name] by

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director
(Print)

.....
Name of director/company secretary
(Print)

[illegible]



Australian Government
AusAID

Mr Douglas Porter
Secretary and Registrar
The University of Queensland
Level 4, Brian Wilson Chancellery
Brisbane QLD 4072

Dear Mr Porter

RE: Funding Agreement No. 44913: Health Information Systems Knowledge Hub in The University of Queensland,

This letter brings into existence a funding agreement ("Agreement") between AusAID and The University of Queensland ABN63942912684 represented by the School of Population Health (the "Organisation"). The Agreement sets out mutually agreed intentions and expectations with respect to a four year initiative to assist in improving the effectiveness of a scaled-up Australian Aid program in health, by making a substantial contribution to the generation and organisation of knowledge of practical value to AusAID, to partner country governments, and to a broad range of development partners through the **Health Information Systems Knowledge Hub** (the "Initiative").

I am pleased to inform you that up to **AUD6,000,000** ("the Funds") plus GST to a maximum **AUD600,000** has been approved as a four year commitment (2008-2011), subject to the conditions outlined in this letter.

The overall aim of the **Health Information Systems Knowledge Hub** is to guide the establishment and/or strengthening of various elements of national health information systems in countries in the Asia Pacific region, in order to generate comprehensive, relevant and reliable evidence for national and regional health policy development, service delivery and program evaluation.

This overall aim will be accomplished through the following key strategic objectives:

1. identify and map the critical elements for health information systems development in the region; work with countries to identify gaps and priorities; and define national health information systems development plans for the next 5 – 10 years;
2. guide the technical direction for health information systems strengthening within the Australian aid program, through regional and global knowledge partnerships;
3. build the capacity of partner countries through fellowship programs and short courses on key elements related to health information systems; population statistics and fertility measures; mortality statistics (vital registration and cause of death); hospital information systems; surveys to measure health status; risk factor exposure, health service utilisation, and health expenditure; burden of disease assessment; health financing and cost-effectiveness analyses; and health services management; and

4. facilitate country participation in research activities to build local capacity to strengthen the above elements of national health information systems.

This letter and your acceptance of it will form an Agreement between the Organisation and AusAID.

The specific tasks and budget associated with the start up period of this Initiative are included in Attachment A to this Agreement titled **Health Information Systems Knowledge Hub** ("Proposal") for funding from date of countersigning of this Agreement to December 2008. Subsequent Work Plans and associated budgets will be agreed with AusAID on a calendar year basis each January commencing 2009.

1. Reporting

- 1.1 The Organisation must provide an electronic copy of the following reports by the date and covering the issues indicated:

- (a) every year of the Agreement, commencing 31 January 2009, the Organisation will provide a Report that;
 - succinctly presents the key achievements from the previous funding period;
 - a draft work plan with necessary annexes - to be finalised following the meeting with AusAID as set out in clause 2.1 of this Agreement - that details proposed activities for the forthcoming year; and
- (b) final Report submitted one month after the completion of the Agreement.

1.2 Report specifications:

Annual Report and Work Plan

The Annual Report and Work Plan (of not more than 10 pages respectively), plus any annexes as necessary, must contain:

- (a) key achievements, including in relation to the development of knowledge resources around health information systems issues; work undertaken in relation to capacity assessment and development among Australian institutions in the area of health information systems and related policies; outcomes of convening work undertaken by the Organisation; evidence of the relevance, usefulness and value added by the products developed and delivered by the Organisation in regard to health information systems; evidence of additional resources leveraged by the Organisation that contribute towards Hub sustainability. Priority areas of interest and focus will be jointly agreed between AusAID and the Organisation during joint annual consultations in the lead up to the submission of the Annual Plan;
- (b) an audited financial statement of the funding provided under the agreement, including an acquittal against the budget for the relevant year of the Annual Work Plan;
- (c) planned activities for the upcoming year, including any specific areas of work jointly agreed with AusAID;

- (d) an implementation schedule and resources; and
- (e) key monitoring and evaluation activities, including approach to managing risks.

Final Report

The Final Report, submitted one month after the completion of the final funding round under the Agreement must contain:

- (a) key achievements over the life of the Initiative against Initiative objectives;
- (b) key lessons arising from the Knowledge Hub; and
- (c) an audited financial statement which acquits the funds against the budget provided in final Annual Work Plan.

2. Collaboration and Coordination between AusAID and other Knowledge Hubs

- 2.1 To facilitate a more structured sharing of information, experiences and the potential value added by the establishment of this and other Knowledge Hubs, the Organisation will take part in annual meeting organised by AusAID and including principles from each of the Hubs and key whole of government interlocutors. The timing of such a meeting will be negotiated to maximise participation, but ideally will best be held in the lead up to the preparation of annual Work Plans by each of the Hubs. At this meeting each Hub Principal will make a brief presentation of key achievements, emerging challenges and responses to their respective thematic priority, as well as outline plans for the coming year.
- 2.2 AusAID envisages that the participants to the meeting outlined in clause 2.1 above will form the core group that provides governance oversight and strategic direction to the Knowledge Hubs and the partnership arrangements.
- 2.3 In addition to the annual meeting described in 2.1 above, AusAID will seek informal opportunities to engage with the Organisation, including through participation in any major events it organises.

3. Funding and Payment

- 3.1 Funding of AUD500,450, plus GST if any, up to a maximum amount of AUD50,045 will be payable as an acquittable grant by AusAID upon countersignature of this letter by the Organisation. This initial amount is for the establishment of the **Health Information Systems Knowledge Hub** and to undertake the start up activities detailed in the Proposal at Table 1 of Attachment A.
- 3.2 AusAID may provide additional funding for 2008 within the overall funding limit, subject to the submission and acceptance of an extended Work Plan and disbursement of the initial grant payment.
- 3.3 Future acquittable grants will be of up to AUD2,000,000 per year, plus GST, if any, up to an amount of AUD200,000. Total AusAID funding under this Agreement will be up to a total of AUD6,000,000, plus GST, if any, up to an amount of AUD600,000. The precise

funding level will be agreed between the Organisation and AusAID during the annual consultations held each December/January.

- 3.4 AusAID will make future grant payments in one annual tranche, on demonstration by the Organisation of achievements against its key objectives, acceptance of Annual Work Plans and related budgets, and subject to acquittal of the previous grant (Fund Acquittal). Future grant payments will also be subject to expenditure of 75% of the previous grant against the budget outlined in the agreed Annual Work Plan.
- 3.5 A review will be jointly undertaken in late 2010 by AusAID, the Organisation and the other Knowledge Hubs to assess the impact of these Hubs and determine any ongoing support for them beyond the life of this Agreement.
4. **Grant Conditions**
 - 4.1 In order that payment can be made, AusAID requires the Organisation to agree to the following provisions:
 - 4.2 The Organisation must commence the Initiative on the date of its acceptance of this letter ("Initiative Start Date") and conclude the Initiative by **30 June 2011**.
 - 4.3 The Organisation must carry out the Initiative in accordance with the **Health Information Systems Knowledge Hub Initiative Proposal** and subsequent agreed Annual Work Plans.
 - 4.4 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Initiative.
 - 4.5 The Organisation will acknowledge in writing to AusAID receipt of the funds immediately on its receipt.
 - 4.6 The Funds and any interest earned must be used diligently and for the sole purpose of the activities outlined above and in accordance with your Initiative Proposal proposed budget and subsequently approved Work Plans and related budgets. Interest must only be expended on the Initiative. The bank account used by the Organisation must be in the name of the Organisation (not a personal bank account).
 - 4.7 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:
 - (a) keep proper and detailed accounts, records and assets registers along with adequate Initiative Management records providing clear audit trails in relation to expenditure under this Agreement;
 - (b) afford adequate facilities for audit and inspection of the financial records referred to above by AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (c) preserve the financial records referred to above for a period of seven years from the date of completion of the Initiative; and

- (d) if requested by AusAID, provide an independently audited statement of Initiative expenditure by an auditor nominated by AusAID at no cost to AusAID.
- 4.8 The financial statement of the Organisation, to be submitted together with the Annual Report as set out in Clause 1.2 of this Agreement will serve as the financial report for the Funds.
- 4.9 A final financial statement must be submitted together with the Final Report within one month of completion of the Initiative. Any unspent funds or interest must be repaid to AusAID with the Final Report. Each Fund Acquittal must include details of interest earned on the funds provided.
- 4.10 The financial statements will be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation.
- 4.11 Prior to receiving subsequent tranches of the Funds, the Organisation will provide a statement, signed by the Head of the Organisation, indicating the proportion of previous funding tranches that have been expended in accordance with the terms of this Agreement.
- 4.12 The Organisation will acknowledge AusAID funding assistance where appropriate and advise AusAID of matters relating to any publicity and media relations.
- 4.13 The Organisation must obtain written approval from AusAID prior to any substantive changes in the activities or expenditure of the Organisation for which the Funds are to be utilised.
- 4.14 If deemed necessary, the Organisation and AusAID may agree to jointly monitor or evaluate the use of the Funds. In any event, planning for such a study will be undertaken in an open and collaborative manner.
- 4.15 The Organisation indemnifies and agrees to keep indemnified the Commonwealth of Australia, its officers, employees and agents from and against any loss, damages or costs arising from any claim, demand, action, suit or proceeding that may arise out of any negligence by the Organisation or its agents in connection with its performance under this Agreement.
- 4.16 The Organisation must not represent itself and must ensure that its volunteers, employees, agents and sub-contractors participating in the Initiative do not represent themselves as being employees or agents of the Commonwealth of Australia.
- 4.17 AusAID may authorise the Organisation to represent AusAID. Any such authorisation will be in writing and will specify the extent and limitations of the authority. Except to the extent that an authorisation provides otherwise, Clause 4.16 will apply.
- 4.18 The title to all Intellectual Property rights in or in relation to material created during the course of the Initiative vests in the Organisation upon its creation. The Organisation will grant to AusAID a world-wide, irrevocable, royalty-free licence to use the material, including the right of sub-licence.
- 4.19 If the Organisation:

- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming, bankrupt or insolvent;
- (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
- (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Initiative and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
- (d) assigns its interest in this Agreement without the consent in writing of AusAID; or
- (e) breaches any term of this proposal and such breach has not been remedied within the time stipulated in a written request from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

4.20 In addition, either party may terminate this Agreement by giving to the other a Notice of Intention to Terminate in writing stating the reasons for termination. In the event of termination, the Organisation must provide a statement of expenditure of the Funds, signed by the Head of the Organisation, and return any unspent Funds to AusAID.

4.21 No later than twenty-eight (28) days after receipt of a Notice of Intention to Terminate, the parties shall meet to fully co-operate in a joint determination of the following:

- (a) the date of termination;
- (b) the appropriate method and manner for effecting the necessary winding-up of the Activity;
- (c) a reconciliation of the funds supplied by AusAID and an identification of any interest earned thereon as at the date of termination;
- (d) the extent of AusAID's financial responsibilities, within the amount of the Grant at the date of termination;
- (e) any issues arising from the termination of concern to AusAID with regard to its relationship with a recipient government; and
- (f) other matters which arise as a consequence of the termination.

4.22 In the event that a Notice of Intention to Terminate is given by either party the Organisation must:

- (a) forthwith do everything possible to prevent or mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall terminate its role in the Initiative in a prompt and orderly manner; and
- (b) if so determined as provided above, refund any uncommitted part of any tranche or funds already paid by AusAID, together with any uncommitted interest, within 30 days of the date of the joint determination.

4.23 In the event that a Notice of Intention to Terminate is given by either party AusAID shall:

- (a) if so determined as provided above, provide such funds as may be agreed as necessary to meet existing financial commitments and obligations; and
- (b) not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to you under this Agreement, together would exceed the amount of the Grant.

4.24 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.

4.25 The Organisation acknowledges that the Australian Government has adopted a policy and laws consistent with relevant international counter-terrorism treaties and UN Security Council Resolutions 1267 (1999), 1373 (2001) and successor resolutions of not providing direct or indirect support or resources to organisations and individuals associated with terrorism.

The Organisation must use its best endeavours to ensure that funding provided under this Agreement is expended in a manner consistent with international counter-terrorism treaties, UN Security Council Resolutions on terrorism and related Australian laws. If, during the course of this Agreement, the Organisation discovers any link whatsoever with any organisation or individual listed by the United Nations 1267 Committee or the Australian Government as associated with terrorism it must inform AusAID immediately.

4.26 For the purpose of this clause, 'fraudulent activity' or 'fraud' means: Dishonestly obtaining a benefit by deception or other means.

- (a) The Organisation and its Delivery Organisations must not engage in any fraudulent activity. The Organisation is responsible for preventing and detecting fraud.
- (b) The Organisation must report in writing within 5 working days to AusAID any detected, suspected, or attempted fraudulent activity involving the Services.
- (c) The Organisation must, in consultation with AusAID, develop and implement a strategy to investigate the detected, suspected or attempted fraud based on the principles set out in the Australian Government Investigations Standards. The Organisation must undertake an investigation at the Organisation's cost if the investigation shows the fraud has been perpetrated by the Organisation's employees, Delivery Organisations or subcontractors. Any investigator appointed

- 4.27 The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement. In addition, the Organisation shall not bribe public officials and shall ensure that all sub-contractors comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.
- 4.28 No delay, neglect or forbearance by either party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that party.
- 4.29 Variations of this Agreement shall be made in writing and signed by both parties.
- 4.30 The Contractor must when providing any Services and procuring the Supplies have regard to and comply with, relevant and applicable laws, regulations and policies, both in Australia and in the Partner Country.
- 4.31 This Agreement 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.
- 4.32 The grant by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further grant.

If you agree to the above conditions please sign and date the copy of this letter enclosed and return it to Angela Mercuri at AusAID as soon as possible.

In the event of your agreement, please immediately advise details of the account into which the funds should be deposited, through completion of the attached Authority for EFT Direct Credit Payment.

Yours sincerely

Bob McMullan MP

Parliamentary Secretary for International Development Assistance

Date: 7 April 2008