

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 MELBOURNE, through the Department of Paediatrics, International
Child Health Unit, **ABN 84 002 705 224;**

**THE MACFARLANE BURNET INSTITUTE FOR MEDICAL RESEARCH AND
PUBLIC HEALTH LTD, ABN 49 007 349 984; AND**

THE MENZIES SCHOOL OF HEALTH RESEARCH, ABN 70 413 542 847

FOR

THE WOMEN'S AND CHILDREN'S HEALTH KNOWLEDGE HUB

AUSAID AGREEMENT 44748 (also known as 44902)

THIS DEED OF AMENDMENT is made this 14th day of December 2011

BETWEEN:

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

AND

The **UNIVERSITY OF MELBOURNE**, through the Department of Paediatrics, International Child Health Unit ("CICH"), ABN 84 002 705 224; the **MACFARLANE BURNET INSTITUTE FOR MEDICAL RESEARCH AND PUBLIC HEALTH LTD** ("BURNET"), ABN 49 007 349 984; and the **MENZIES SCHOOL OF HEALTH RESEARCH** ("MENZIES"), ABN 70 413 542 847, jointly called the WCH Organisations (the "Organisations").

RECITALS:

- A. On **7 April 2008** the Commonwealth and the Organisation entered into **Funding Agreement 44748** (also known as 44902) in writing for the provision of the Activity described in the Agreement. The Agreement has been varied in writing on **22 December 2010** (Amendment 1).
- B. The Parties have now agreed to alter the Funding Agreement Deed as set out in this Deed (Amendment 2).

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.
- 2. The Agreement is amended as set out below:

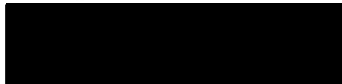
Delete all paragraphs and clauses up to and including Clause 5.3 of Funding Agreement 44748 (also known as 44902) and replace with the paragraphs and clauses in Attachment A to this Deed of Amendment 2.
--

- 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
represented by the Australian Agency for
International Development by:

in the presence of:



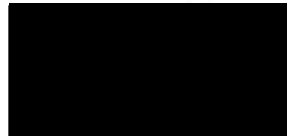
Signature of FMA Act s44 Delegate

S. Elliott

Name (print)

9/9 ADG MES.

Position, Section



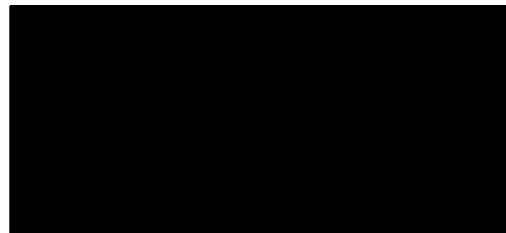
MADELEINE SCOTT

Name of witness (print)

SIGNED for and on behalf of the
UNIVERSITY OF MELBOURNE
ABN 84 002 705 224
by

James McCluskey, DVCR.

Name and Position (print)



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:

Professor James McCluskey
Deputy Vice-Chancellor (Research)
The University of Melbourne

Professor Lyn Yates
Pro Vice-Chancellor (Research)
The University of Melbourne

~~Name of Witness (print)~~

Name and Position

~~Signature of Witness~~



SIGNED for and on behalf of the
**MACFARLANE BURNET INSTITUTE
FOR MEDICAL RESEARCH AND PUBLIC
HEALTH LTD**

ABN 49 007 349 984

by

MARTEWENT, CIH GENERAL MANAGER

Name and Position (*print*)

S

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:

MARY-ANN NICHOLAS

Name of Witness (*print*)

S

Signature of Witness

SIGNED for and on behalf of the
MENZIES SCHOOL OF HEALTH RESEARCH

ABN 70 413 542 847

by

DAVID BLAIR
CHIEF OPERATING OFFICER

Name and Position (*print*)

S

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:

COLETTE MONTGOMERY

Name of Witness (*print*)

S

Signature of Witness

AMENDMENT SUMMARY SHEET

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

Amendment #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit	Adjusted Financial Limit
1	22/12/10	Extension of the completion date of this agreement amended to 30 December 2011 at no extra cost	Nil	AUD 6,000,000 plus GST
2	10/11 14/12/11 MS	Agreement amended to: <ol style="list-style-type: none"> bring aim and objectives into line with the Monitoring and Evaluation Framework; extend the timeframe to 30 June 2013, including additional budget of \$3 million over 1.5 years; and provide specific focus for the extension period (between 1 January 2012 and 30 June 2013). 	Increase AUD 3,000,000 plus GST	AUD 9,000,000 plus GST

Attachment A

This funding agreement (“Agreement”) is made between **AusAID** and **The University of Melbourne, through the Department of Paediatrics, International Child Health Unit (“CICH”) ABN 84 002 705 224, the MacFarlane Burnet Institute for Medical Research and Public Health (“Burnet”) ABN 49 007 349 984 and the Menzies School of Health Research (“Menzies”) ABN 70 413 542 847**. When referred to jointly these bodies shall be jointly called the “WCH Organisations”.

The Agreement sets out mutually agreed rights and obligations with respect to a five and a half 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 **Women’s and Children’s Health Knowledge Hub** (the “Initiative”).

Up to **AUD9,000,000** (“Funds”) plus GST to a maximum **AUD900,000** has been approved by AusAID for a five and a half year commitment (2008 to 2013), subject to the conditions outlined below.

The overall aim of the **Knowledge Hubs for Health Initiative** is to contribute to the quality and effectiveness of Australia’s engagement in the health sector in the Asia Pacific region through expanded expertise and an expanded knowledge base that is of practical value and used by stakeholders in development.

The **Women’s and Children’s Health Knowledge Hub** will achieve this aim through four key objectives:

1. To increase the critical, conceptual and strategic analysis of key health issues relevant to the Asia Pacific region that can be used to inform policy thinking and practical application at the national, regional and international levels.
2. To expand convening powers and engagement between Knowledge Hubs, Australian institutions and Asia Pacific national, regional, and international researchers, development partners and educational institutes.
3. To effectively disseminate relevant and useful knowledge resources which aim to influence policy thinking and practical application at national, regional and international levels.
4. To expand the capacity of Australian institutions and professionals and through them to Asia Pacific institutions and professionals to participate effectively in evidence informed decision making.

January 2012 to June 2013

This period is known as the extension period for the Knowledge Hubs for Health Initiative.

The focus for the extension period will be on the targeted dissemination and communication of the results of Hub studies and analyses to policy makers, in particular AusAID, partner governments and development partners.

This will involve, but is not restricted to:

1. targeted engagement and communication by knowledge hubs with key stakeholders and potential users of knowledge products, if possible from early in the process, but particularly at the dissemination stage;
2. development and distribution of relevant and useful knowledge resources to stakeholders in forms appropriate to their needs; and
3. revisions to the monitoring and evaluation framework to ensure that it assists the description and measurement of the process and results of Hub dissemination, engagement and uptake. The revisions will also address the need for monitoring and evaluation at the individual Hub level, cross Hub level, and at the initiative-wide level, recognising the role of AusAID in the dissemination process.

During the establishment period the WCH Organisations will set up the operations of the **WCH Hub Initiative** in accordance with proposal for the **WCH Hub Initiative** submitted by the WCH Organisations to AusAID on 14 January 2008 ("Proposal") with emphasis on the recruitment of key personnel and the development of structures and processes for effective communication and co-ordination. An extended Work Plan and associated budget covering the period to 31 December 2008 will also be agreed with AusAID.

During the extension period between 1 January 2012 and 30 June 2013, a draft Work Plan and Budget for the entire extension period will be provided by 28 November 2011 and a final Work Plan and Budget for the entire extension period will be provided by 31 January 2012.

Each WCH Organisation will only be liable to the extent that the wilful, wrongful, unlawful or negligent act or omission of that particular WCH Organisation or any of its agents directly caused any loss, damage, liability, cost or expense, including legal expenses on a solicitor and own client basis, to AusAID.

1. Agreement Period

This Agreement is divided into:

- 1.1. The establishment period commencing 7 April 2008 and ending 31 December 2008;
- 1.2. The implementation period commencing 1 January 2009 and ending 31 December 2011; and
- 1.3. The extension period commencing 1 January 2012 and ending 30 June 2013.

2. Reporting

- 2.1. The WCH Organisations must provide to AusAID an electronic copy of the following reports by the date and covering the issues indicated:
 - (a) A forward Work Plan framed against the key objectives and detailing proposed activities for the forthcoming year, with necessary annexes including an implementation schedule and corresponding budget and resourcing requirements

- i. to be presented in draft form at the Annual Forum in late November / early December of each year (dates will be confirmed on an annual basis), and to be finalised following this meeting as set out in Clause 3.1 of this Agreement; and
 - ii. to be submitted as a final work plan no later than 31 January each year between 2009 and 2012, noting that the final work plan will be for an 18 month period between 1 January 2012 and 30 June 2013.
- (b) An Annual Report to be submitted no later than 31 January each year between 2009 and 2012, noting that the last report will be submitted as an annex to the Final Report for the 18 month period between 1 January 2012 and 30 June 2013, and which succinctly presents:
 - i. the achievements from the previous funding period against the objectives and proposed activities outlined in the corresponding Work Plan, noting that priority areas of focus will be jointly agreed between AusAID and the Organisation during joint annual consultations in the lead up to the submission of the forward Work Plan;
 - ii. an audited financial statement which acquits the funds against the budget provided in the forward Work Plan, to be submitted by 31 January each year between 2009 and 2012, noting that the final audited financial statement will be submitted with the Final Report for the 18 month period between 1 January 2012 and 30 June 2013 (see 2.1 (c));
 - iii. planned activities for the forthcoming year, including any specific areas of work jointly agreed with AusAID; and
 - iv. key monitoring and evaluation activities, including approach to managing risks, and reporting of the revised monitoring and evaluation requirements arising from any mutually agreed revisions to the Monitoring and Evaluation Framework for the 18 month extension period between 1 January 2012 and 30 June 2013.
- (c) A Final Report submitted three months after the completion of this Deed of Amendment 2, no later than 30 September 2013, and containing:
 - i. key achievements over the life of the Initiative against the objectives;
 - ii. key lessons arising from the Knowledge Hub;
 - iii. reporting of the revised monitoring and evaluation requirements arising from any mutually agreed revisions to the Monitoring and Evaluation Framework for the 18 month extension period between 1 January 2012 and 30 June 2013; and
 - iv. an audited financial statement which acquits the funds against the budget provided in the final Work Plan for the 18 month period between 1 January 2012 and 30 June 2013.

3. Collaboration and coordination between AusAID and other knowledge hubs

- 3.1. To facilitate a more structured sharing of information, experiences and the potential value added by the establishment of this and other knowledge hubs established by AusAID ("Knowledge Hubs"), the WCH Organisations will take part in an annual meeting organised by AusAID and include Principals from each of the Knowledge Hubs and key whole of government and other interlocutors. The timing of such a meeting will be negotiated to maximise participation, but ideally will coincide with the preparation of Annual Work Plans by each of the Knowledge Hubs. At this meeting Principals of each Knowledge Hub 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. In the case of the WCH Hub Initiative it would be highly preferable if Principals from each of the WCH Organisations could participate in this meeting.
- 3.2. AusAID envisages that the participants to the meeting outlined in Clause 3.1 above will form the core group that provides oversight and strategic direction to the Knowledge Hubs and the partnership arrangements.
- 3.3. In addition to the annual meeting described in 3.1 above, AusAID will seek informal opportunities to engage with the WCH Organisations, including through participation in any major events AusAID or the WCH Organisations organise.

4. Funding and Payment

- 4.1 Total AusAID funding under this Agreement will be up to a total of **AUD9,000,000**, plus GST, if any, up to an amount of **AUD900,000**.
- 4.2 Funding of **AUD500,000**, plus GST if any up to a maximum amount of **AUD50,000** will be payable to Burnet for further distribution to the WCH Organisations as an acquittable grant by AusAID upon countersignature of this Agreement by each of the WCH Organisations. This initial amount is for the establishment of the **WCH Hub Initiative** and to undertake the start up activities detailed in the Proposal at Table 1 of Attachment A of the original Agreement dated 7 April 2008. AusAID acknowledges that the Proposal may be amended by agreement in writing between AusAID and the WCH Organisations.
- 4.3 AusAID may provide additional funding for 2008 within the overall funding limit, subject to the submission and acceptance of an extended Work Plan up to 31 December 2008 and disbursement and acquittal of the initial grant payment.
- 4.4 Future acquittable grants will be of up to **AUD2,000,000** per year, plus GST, if any, up to an amount of **AUD200,000**. The precise funding level will be agreed between the WCH Organisations and AusAID during the annual consultations held each November/December.
- 4.5 AusAID will make future grant payments in annual tranches, on demonstration by the WCH Organisations of achievements against the key objectives, acceptance of 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 Work Plan. A single grant payment for an 18

month period will apply during the extension period between
1 January 2012 and 30 June 2013.

- 4.6 A mid term review will be jointly undertaken in late 2010 by AusAID, the WCH Organisations 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. An independent evaluation will be undertaken in 2013 to form an independent completion report.

5. **Grant Conditions**

- 5.1. In order that payment can be made, AusAID requires the WCH Organisations to agree to the following provisions contained in paragraphs 5.2 to 5.35.
- 5.2. The WCH Organisations must commence the WCH Hub Initiative on the 7 April 2008 and conclude by **30 June 2013**.
- 5.3. The WCH Organisations must carry out the WCH Hub Initiative in accordance with the Proposal and subsequent agreed Work Plans.

