

Department of Innovation, Industry,
Science and Research

Deed of Variation

Commonwealth of Australia (**Commonwealth**)

Monash University (**Recipient**)

Details

Date

27 / August / 2009
day month year

Parties

Name The Commonwealth of Australia as represented by the Department of Innovation, Industry, Science and Research

ABN 74 599 608 295

Short form name **Commonwealth**

Address details Position: Manager

Postal address: International Strategy and Europe, International Science and EIF Branch, Science and Infrastructure Division, Department of Innovation, Industry, Science and Research, GPO Box 9839, Canberra ACT 2601

Physical address: International Strategy and Europe, International Science and EIF Branch, Science and Infrastructure Division, Department of Innovation, Industry, Science and Research, Level 6, Industry House, 10 Binara Street, Canberra ACT 2601

Facsimile number: (02) 6213 6773

Name Monash University

ABN 12 377 614 012

Short form name **Recipient**

Address details Name: Mr Silvio Tiziani

Position: Chief Operating Officer, Australian Regenerative Medicine Institute

Postal address: Australian Institute of Regenerative Medicine, Building 75, Clayton Campus, Wellington Road, Clayton, Monash University, Vic 3800

Facsimile number: (03) 9902 0193

Background

- A On 16 May 2008, the Commonwealth and the Recipient entered into the International Science Linkages Funding Agreement SP070012 (Part 2) for the Strategic policy project titled: *EMBL Australia – start-up costs (SP070012) – Part 2*. This is part 2 of the Strategic Policy Funding Agreement SP070012 entered into by the Commonwealth and the Recipient on 5 February 2008 for the strategic policy project titled *EMBL Associate Membership – project officer (SP070012)*. The parties varied the Agreement by Deed of Variation on 12 May 2008.
- B The Commonwealth and the Recipient have agreed to vary the terms of the Agreement in accordance with this Deed.

C The parties acknowledge that this Deed satisfies all requirements in the Agreement for a legally binding variation!

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Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Deed, unless the contrary intention appears:

- (a) a word or expression defined or referred to in the Agreement has the meaning given to it in the Agreement;
- (b) **Agreement** means the agreement described in paragraph A of the Background;
- (c) **Deed** means this deed, including all annexures and schedules to it; and
- (d) **Effective Date** means the date this Deed is executed by the Commonwealth.

2. Variation to Agreement

On and with effect from the Effective Date, the Agreement is varied as set out in Schedule 1 to this Deed.

3. Affirmation of Agreement

- (a) The parties affirm in all other respects the covenants and conditions in the Agreement as varied by this Deed.
- (b) The Agreement, as varied by this Deed, comprises the entire agreement between the parties.
- (c) The parties acknowledge and agree that the Agreement as varied by this Deed is and continues to be in full force and effect.

4. Costs and GST

- (a) Each party must meet or pay its own costs and expenses in respect of the preparation, negotiation, execution and completion of this Deed.
- (b) If GST is payable on any supply made under or in connection with this Deed, the recipient of the supply must pay to the supplier an additional amount equal to the GST payable on the supply provided that the supplier has given the recipient a tax invoice for the supply.
- (c) The Recipient must pay any stamp duties and registration or other fees (including fines, penalties and interest relating to such duties and fees) which are payable or are assessed by a relevant government body or other person to be payable in relation to this document or any transaction contemplated by it.

5. Miscellaneous

5.1 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

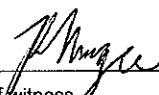
5.2 Governing law and jurisdiction

This Deed is governed by the law of the Australian Capital Territory and each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Signing page

EXECUTED as a deed.

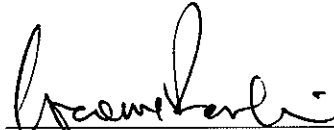
Signed for and on behalf of the
Commonwealth of Australia as
represented by the Department of
Innovation, Industry, Science and
Research by its duly authorised delegate in
the presence of



Signature of witness

Robe Mizer

Name of witness (print)

← 

Signature of delegate ←

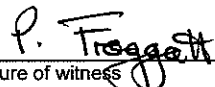
CHRISTOPHER BANKEN

Name of delegate (print)

A. MASON

Position of delegate (print)


Executed by Monash University in the presence
of



Signature of witness

PAULINE FROGGATT

Name of witness (print)

← 

Signature of Professor Edwina Cornish ←

Professor Maxwell L King
Acting Deputy Vice-Chancellor
(Research)
Monash University

who by signing certifies they have the authority to
do so.

Schedule 1 – Variation to Agreement

1.1 Schedule B – Project is varied

Paragraph B.6 Milestones (clauses 1.1 and 4.1(d)) of Schedule B – Project is varied by deleting the clause and replacing it with the following:

B.6 Milestones (clauses 1.1 and 4.1(d))

The Recipient must conduct the Project by completing the activities as described below and meeting the Milestones, timeframes activities and performance indicators specified in the following table.

Milestone	Start and Completion dates	Activities	Performance Indicators
Milestone 1	Date of this Agreement until 1 November 2009	Attendance at EMBL Council meetings, Collaborative activities with EMBL, and Informing Australia's research community about your activities as Lead Institution.	As described in the Deed of Agreement under the headings, in Schedule 1, B.2: <ul style="list-style-type: none">• Attendance at EMBL Council meetings• Collaborative activities with EMBL• Informing Australia's research community about your activities as Lead Institution.

1.2 Schedule D – Reporting is varied

Paragraph D.1 Reports of Schedule B – Reporting is varied by deleting the clause and replacing it with the following:

D.1 Reports

The Recipient must provide Reports to the Commonwealth for accountability and performance monitoring purposes. Reports are required to ensure that the Project is being undertaken in accordance with the Agreement. The Recipient is not required to include in Reports detailed scientific descriptions of the outcomes of the Project however the Recipient must include sufficient information to demonstrate the completion of the Project activities and specifically, achievements of the Milestones as set out in item B.6 of Schedule B. Reports must be in the form of the approved templates located at:

<https://sciencegrants.dest.gov.au/isl/Pages/CompetitiveGrantsReporting.aspx>. The Recipient can include additional information on the Project in Reports at the Recipients discretion.

The Recipient must provide the following Reports to the Commonwealth:

Details of Report	Due Date
Annual EMBL Report due on 1 March 2009 as required by Item G of Schedule 1 of the Deed of Agreement.	1 June 2009
<p>Final Report on:</p> <ul style="list-style-type: none"> (a) the outcomes and achievements of the project; (b) the Project's contribution to the ISL objectives; (c) how the Project activities contributed to the goals of the National Research Priorities; (d) details of publications and/or presentations resulting from the Project; and (e) the completion of all agreed Milestone activities and success against all performance indicators as defined in <i>item B.6 Milestones</i>. 	1 November 2009
<p>The Recipient must provide the Commonwealth with a financial report that includes:</p> <ul style="list-style-type: none"> a. a certificate that all funding received was expended for the project and in accordance with the Agreement; b. an audited detailed statement of income and expenditure in respect of the funding, which must include a definitive statement as to whether the financial accounts are true and fair, and a statement of the balance of the Recipient's account; and c. an audit statement that the funding was expended for the Project in accordance with the Agreement. <p>The certificate referred to in (a) must be provided by the funding Recipient's chief executive officer, chief financial officer, chief internal auditor or board member. The audits referred to in (b)</p>	1 November 2009

and (c) must:

- a. comply with the Australian Auditing Standards; and
- b. be carried out by a person who is:
 - i. registered as a company auditor under the Corporations Act 2001, or a member of the Institute of Chartered accountants in Australia, or of CPA Australia or the National Institute of Accountants.