

THIS VARIATION is made BETWEEN the

COMMONWEALTH OF AUSTRALIA represented by the Department of Education, Employment and Workplace Relations [ABN 63 578 775 294] ('Department')

AND

**Northern Territory of Australia** as represented by the Department of Education and Training [ABN 84 085 734 992] ('NT')

**1. BACKGROUND:**

- A. The Commonwealth of Australia as represented by the Department of Education, Employment and Workplace Relations and You entered into an Agreement ("**the Agreement**") regarding the Nation Building and Jobs Plan.
- B. The parties now wish to vary the Agreement on the terms and conditions contained in this Variation.
- C. The Agreement requires that a variation be in writing and signed by both parties.

**2. VARIATION:**

**IT IS AGREED** as follows:

1. This Contract Variation commences on 1 October 2009, or the date of execution, whichever is the later.
2. The Contract is varied by:
  - A. Deleting Schedule 1, Item F and replace with the attached Schedule 1, Item F.
  - B. Deleting Schedule 2B and replace it with the attached Schedule 2B.

Initials

AW 1

**Schedule 1 - Your Obligations**

**F. Notices and Your Delegate (clause 7.11)**

Your Delegate and the person who can accept notices for You is:

**Name:** Ms Leanne Taylor

**Office Address:** Northern Territory Department of Education and Training,  
Level 12, Mitchell Centre, 55-59 Mitchell Street, Darwin NT  
0800

**Postal Address:** Northern Territory Department of Education and Training,  
GPO Box 4821, Darwin NT 0801

**Phone:** (08) 8901 4933

**Email:** [leanne.taylor@nt.gov.au](mailto:leanne.taylor@nt.gov.au)

**Schedule 2B- the Commonwealth's Obligations**

**AUSTRALIAN GOVERNMENT BUILDING THE EDUCATION REVOLUTION PROGRAM FUNDING**

**Item A: BER PROGRAM ELEMENT [clause 2.4]**

Primary Schools for the 21<sup>st</sup> Century

**Item B: FUNDING PERIOD [clause 5.1]**

This Schedule applies to Funding authorised for the Period from 2008-09 to 2010-11

**Item C: FUNDING AMOUNT [clause 5.1]**

Total Funding available including the administration fee is \$175,645,750 (there is no GST on this transaction between Us and You).

**Item D: FUNDING INSTALMENTS [clauses 5.1 & 5.2]**

D.1 Subject to this Agreement, payments in Column 1 will be made at the times set out in Column 2.\*

	COLUMN 1	COLUMN 2
2008-09	Instalment 1      \$6,618,000	Payment will be made on the 7 <sup>th</sup> day of the month following the month in which the agreement is executed by all parties.
	Instalment 2      \$8,905,000	Payment will be made on the 7 <sup>th</sup> day of the month following the month in which the variation to the agreement is executed by all parties. This payment will not be made before 7 June 2009.
2009-10	Instalment 3      \$17,354,082	Payment will be made on the 7 <sup>th</sup> day of the month following the month in which the variation to the agreement is executed by all parties.
	Instalment 4      \$23,920,000	Payment will be made on the 7 <sup>th</sup> day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 December 2009.
	Instalment 5      \$23,920,000	Payment will be made on the 7 <sup>th</sup> day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 February 2010.
	Instalment 6      \$23,920,000	Payment will be made on the 7 <sup>th</sup> day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 April 2010.

	COLUMN 1	COLUMN 2
TABLE 1	Instalment 7      \$29,111,668	Payment will be made on the 7 <sup>th</sup> day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 July 2010.
	Instalment 8      \$27,931,000	Payment will be made on the 7 <sup>th</sup> day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 November 2010.
	Instalment 9      \$13,966,000	Payment will be made on the 7 <sup>th</sup> day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 March 2011.

D.2 Where:

- (a) You advise Us that the proposed amount or timing of one or more of the instalments in the Table will be insufficient to cover Your projected cash flows over a specified period within a financial year; and
- (b) You provide satisfactory information to Us to substantiate this advice;

We may adjust:

- the amount; and/or
- the timing;

of one or more instalments to cover such shortfalls as advised by You. Adjustments to individual instalments will not be approved by Us across financial years or in excess of the total funding amount specified at Item C.

D.3 The amounts of the instalments in the table may be adjusted by Us as a result of the operation of D.2.

D.4 If We decide to make an adjustment to instalments under D.2 We will give you notice in writing of the adjustment and such notice will then form part of this Agreement.

D.5 We may withhold some, or all, of the payment of any funding instalment, subsequent to instalment 1 in the table above, if You have not paid to your schools/contractors at least 50 per cent of the funding paid to You by Us under this agreement from the previous instalment.

D.6 We will not provide any additional Funds to You to meet any GST component of liabilities You incur as a result of subcontracting any part of the performance of Your obligations under this Agreement.

D.7 The date for payment is within 30 days of the date specified in the Table and after acceptance by Us of:

- (a) any Report required by the Guidelines; and
- (b) if requested by Us, a correctly rendered tax invoice delivered by You to Us in accordance with this Agreement.

**Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]**

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You may use \$2,595,750 of the Funding Amount in Item C of this Schedule for your administrative expenses associated with carrying out your obligations under this agreement as follows:

Year	Funding
2008-09	\$98,000
2009-10	\$1,316,957
2010-11	\$1,180,793
<b>Total</b>	<b>\$2,595,750</b>

\* Figures may not add due to rounding

**Item F: PROGRAM DELEGATE [clause 3.2 and 7.11]**

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The Program Delegate and the person who can accept notices for the Commonwealth is:

Name: Ms Catherine Wall  
Office Address: Department of Education, Employment and Workplace Relations  
Level 2, 220 Northbourne Avenue  
Canberra City ACT 2601

Postal Address: GPO Box 9880  
Canberra City ACT 2601

Fax: (02) 6123 7189

Phone: (02) 6240 8217

Email: [catherine.wall@deewr.gov.au](mailto:catherine.wall@deewr.gov.au)

Northern Territory Department of Education and Training variation – October 2009


The Parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

  
The Honourable Julia Gillard MP  
Minister for Education, Employment and Workplace Relations

17 November 2009

Signed

  
Mr Gary Barnes  
Chief Executive  
for and on behalf of the Northern Territory of Australia as represented by the  
Department of Education and Training pursuant to a delegation under the  
*Contracts Act (NT)*

27 October 2009