

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

South Australia as represented by the South Australian Department of Education and Children's Services ('SA')

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 May 2009, or the date of execution, whichever is the later.
2. The Contract is varied by:
 - A. Deleting Schedule 2B and replace it with the attached Schedule 2B.

Schedule 2B- the Commonwealth's Obligations

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

Item A: BER ELEMENT [clause 3.1]

Primary Schools for the 21st Century

Item B: FUNDING PERIOD [clause 3.1]

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

Item C: FUNDING AMOUNT [clause 3.1]

Total Funding available including the administration fee is \$766,274,000 (exclusive of GST)

Item D: FUNDING INSTALMENTS [clause 3.1]

Payments in Column 1 will be made at the times set out in Column 2.*

COLUMN 1		COLUMN 2
Instalment 1	\$37,032,000	Payment will be made on the 7 th day of the month following the month in which the agreement is executed by all parties.
Instalment 2	\$20,977,500	Payment will be made on the 7 th day of the month following the month in which the variation to the agreement is executed by all parties.
Instalment 3	\$106,405,250	Payment will be made on the 7 th 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 2009.
Instalment 4	\$100,382,250	Payment will be made on the 7 th day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 September 2009
Instalment 5	\$100,382,250	Payment will be made on the 7 th day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 January 2010.
Instalment 6	\$100,382,250	Payment will be made on the 7 th day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 March 2010.
Instalment 7	\$78,743,625	Payment will be made on the 7 th 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	\$73,989,625	Payment will be made on the 7 th day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 September 2010.
Instalment 9	\$73,989,625	Payment will be made on the 7 th day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 January 2011.
Instalment 10	\$73,989,625	Payment will be made on the 7 th day of the month following acceptance by Us of the previous monthly report. This payment will not be made before 7 March 2011.

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 at least 50 % of the funding paid to You by Us under this agreement from the previous instalment.

Note: Milestone payments are 25 per cent on commencement: 25 per cent on milestone one: 25 per cent on milestone 2: and 25 per cent on completion. For projects less than \$0.85m, payments are 50 per cent on commencement 50 per on completion.

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

The date for payment is within 30 days of the date specified in the Table and after acceptance by the Commonwealth of:

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

Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]

You may use \$11,324,000 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:

Financial Year	Funding
2008-09	\$547,000
2009-10	\$6,023,000
2010-11	\$4,754,000
Total	\$11,324,000

* Figures may not add due to rounding

Item F: PROGRAM DELEGATE [clause 3.2 and 7.11]

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

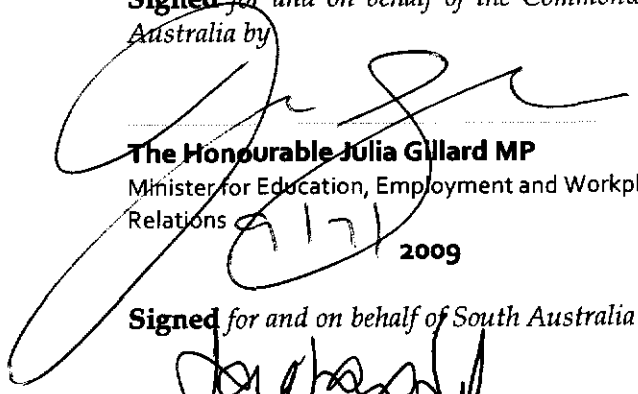
Name: Dr Carol Nicoll
Office Address: Department of Education, Employment and Workplace Relations
16 Mort St
Canberra City ACT 2601

Postal Address: GPO Box 9880
Canberra City ACT 2601

Fax: (02) 6123 6217
Phone: (02) 6240 7920
Email: carol.nicoll@deewr.gov.au

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

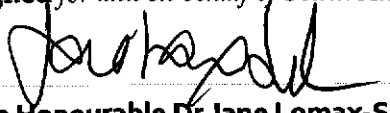
Signed for and on behalf of the Commonwealth of
Australia by



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

21/7/2009

Signed for and on behalf of South Australia by



The Honourable Dr Jane Lomax-Smith MP
Minister for Education

2009