

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

The State of South Australia as represented by the South Australian Department of Education and Children's Services [ABN 60 168 401 578] ('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 October 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.

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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 21st 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 \$836,512,250 (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 \$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. This payment will not be made before 7 June 2009.
2009-10	Instalment 3 \$31,921,612	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 4 \$133,843,000	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 December 2009.
	Instalment 5 \$133,843,000	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 February 2010.
	Instalment 6 \$133,843,000	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 April 2010.

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	COLUMN 1	COLUMN 2
2010-11	Instalment 7 \$141,266,138	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 \$135,857,000	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 November 2010.
	Instalment 9 \$67,929,000	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.

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:

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

Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]

You may use \$12,362,250 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	\$6,405,674
2010-11	\$5,409,576
Total	\$12,362,250

* 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: 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

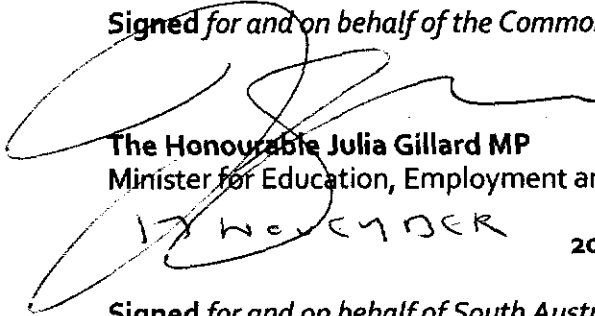
Phone: (02) 6240 8217

Email: catherine.wall@deewr.gov.au

South Australian Department of Education and Children's Services 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 for and on behalf of South Australia by



The Honourable Dr Jane Lomax-Smith MP
Minister for Education

2009