

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

Western Australia as represented by the Western Australian Department of Education and Training [ABN 69 769 481 770] ('WA')

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. The Agreement was varied in May 2009, June 2009, July 2009 and in October 2009.
- B. The parties now wish to further 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 June 2010, or the date of execution, whichever is the later.
2. The Contract is varied by:
 1. Deleting clause 4.1.1(b), and inserting:
 - (b) Be audited annually by the WA Auditor-General, their authorised representative or by another independent auditor in relation to the funding and provide the Commonwealth with a copy of the report of such audit within 120 days of the end of the relevant financial year.
 2. In Item F of each of Schedules 2A, 2B and 2C and replace with:

The person holding from time to time the position of the 'Building the Education Revolution National Coordinator'

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

3. 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 ELEMENT [clause 5.1]

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 2011-12

Item C: FUNDING AMOUNT [clause 5.1]

Total Funding available including the administration fee is \$1,142,528,674 (exclusive of GST).

Item D: FUNDING INSTALMENTS [clause 5.1]

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

	COLUMN 1	COLUMN 2
2008-09	Instalment 1 \$48,694,000	The 7 th day of the month following the month in which the agreement is executed by all parties.
	Instalment 2 \$14,463,500	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 \$73,625,489	The 7 th day of the month following the month in which the variation to the agreement is executed by all parties.
	Instalment 4 \$175,993,000	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 \$175,993,000	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 \$175,993,000	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 \$178,553,006	The 7 th day of July 2010 following acceptance by Us of the previous monthly report. This payment will not be made before 7 July 2010.
	Instalment 8 \$172,543,706	The 7 th November 2010 subject to acceptance by Us of the previous monthly report and You delivering the statement of income and expenditure for the funding for the 2009/2010 financial year required under clause 4.1(c)(i) of this agreement to us on or before 31 July 2010* .
	Instalment 9 \$86,271,853	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.
2011-12	Instalment 10 \$24,380,099	The 7 th day of July 2011 following acceptance by Us of the previous monthly report. This payment will not be made before 7 July 2011.
	Instalment 11 \$16,018,021	The 7 th September 2011 subject to you delivering the statement of income and expenditure for the funding for the 2010/2011 financial year required under clause 4.1(c)(i) of this agreement to us on or before 31 July 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 D2 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

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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.

*Note that under clause 5.1.3 of this Agreement the Commonwealth may withhold or suspend any payment of funding set out in the above table where the statement of income or expenditure referred to in the adjacent column 2 has not been delivered to Us on or before the due date for delivery of that report.

Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]

You may use \$15,973,074 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	\$720,000
2009-10	\$8,890,707 (Paid in Instalment 3)
2010-11	\$6,009,300
2011-12	\$353,067
Total	\$15,973,074*

* Figures may not add due to rounding

Note: 2010-11 & 2011-12 Administration Funding no longer equates to 1.5%.

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: The person holding from time to time the position of the 'Building the Education Revolution National Coordinator'



Office Address: Department of Education, Employment and Workplace Relations
Level 2, 220 Northbourne Avenue

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Western Australian Department of Education and Training variation – June 2010

Canberra City ACT 2601

Postal Address: GPO Box 9880
Canberra City ACT 2601

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

Signed for and on behalf of the Commonwealth of Australia by

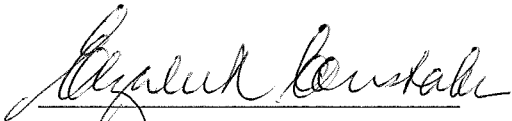


The Honourable Simon Crean MP

Minister for Education, Employment and Workplace Relations

12 August 2010

Signed for and on behalf of Western Australia by



The Honourable Dr Elizabeth Constable MLA

Minister for Education

28 June 2010

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